

PAMELA L. A. LAMB : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 EMORY M. LAMB : CARROLL COUNTY
 Defendant : CASE NO. CV4749

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9th day of December, 1987, that the Plaintiff, PAMELA L. A. LAMB, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EMORY M. LAMB; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, TRACY LYNN LAMB (born February 15, 1973) and TIMOTHY WAYNE LAMB (born January 29, 1979) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Fifty Dollars (\$50.00) per week, per child, which payments are subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

filed December 10, 1987

Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated July 1, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding.

Luke K. Burns JUDGE

MARITAL SEPARATION AGREEMENT

THIS AGREEMENT, made this 1 day of July, 1987, by and between PAMELA L. A. LAMB, hereinafter referred to as "Wife" and EMORY M. LAMB, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were married by a valid civil ceremony in Baltimore City, Maryland on August 30, 1972; and

WHEREAS, two children were born to the parties as a result of the marriage, namely TRACY L. LAMB, who was born on February 15, 1973, and TIMOTHY W. LAMB, who was born on January 29, 1979; and

WHEREAS, the parties mutually and voluntarily separated on or about July 1, 1986, and they have lived separate and apart without cohabitation since that time, and that all efforts of a reconciliation have failed; and

WHEREAS, the parties desire to effect a full, final, complete and legally binding settlement of their respective property rights and other rights and obligations growing out of the marriage relation.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein made, each with the other, the parties hereto, for themselves, their heirs, successors and assigns, mutually promise, covenant and agree as follows:

1. The parties shall continue to live separate and apart, each party being free from interference, authority or control, direct or indirect, each from the other, as if each were single and unmarried, except in regards to the relations, duties and obligations hereinafter set forth.

2. Except as otherwise herein provided, neither party has contracted in his any debt, or debts, charges or liabilities for which the other, or the other's estate, shall be, or may become, liable, and each hereby discharges the other from any debts whatsoever which have been or may be contracted for their individual use and benefit, and each further covenants and agrees hereafter to keep the other, his or her heirs, personal representatives or assigns, indemnified from any liabilities contracted or incurred by them individually and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto.

3. The parties, for themselves, and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Code, Family Law, Section 8-101 through 8-104, any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the status of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this Agreement

concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives, and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow, or next of kin, successor or otherwise in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying. Notwithstanding any provision contained in this paragraph to the contrary, either party may, by Last Will and Testament executed after the date of this Agreement, make such provision for the other in said Will that the Testator or Testatrix, as the case may be, may deem desirable, and the provisions of this paragraph from his or her entitlement to the bequest and/or devise specified in the Last Will and Testament.

4. The parties, for themselves and their respective heirs,

personal representatives, and assigns, do mutually agree to join in or execute any instrument and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement.

5. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

6. It is the intention and agreement of the parties that no change of any provisions of this Agreement shall be affected in any manner whatsoever, except by subsequent written agreement of the parties, executed with the same formality and in the same manner as the execution of this Agreement.

7. Each of the parties hereto mutually agree that, in entering into this Agreement, each party has had the opportunity

to seek the advice of counsel of his or her own independent selection, and with the full knowledge of the value and character of all property owned by the parties, and their respective rights herein, and without any misrepresentation, fraud, duress, or coercion on the part of the other, and freely and voluntarily for the purpose and with the intent of finally settling and determining all of the respective claims, obligations and property rights of the parties hereto.

8. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

9. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.

10. It is understood by the parties hereto that this Agreement contains the entire understanding and agreement between the parties and that there are no understandings or agreements, either oral or in writing, between them.

11. Husband and Wife mutually agree to waive any and all rights to alimony and support and maintenance, for himself or herself, respectively, and neither of them will claim now, or in the future, any sums of money from the other for alimony and support and maintenance.

12. Wife shall have the care and custody of the minor children, with the right and privilege of Husband to visit and to have the children with him at all reasonable times and places.

13. Husband shall pay to Wife, for the support and maintenance of the children, the sum of \$50.00 per week per child for a total of \$100.00 per week, until the first to occur of any of the following events with respect to each child: (1) the death of the Child, (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of eighteen (18) years.

14. Husband agrees to provide medical insurance on behalf of the minor children as available through his employment. If medical insurance is not available through Husband's employment, Wife shall provide such coverage if same is available through her employment. In the event medical insurance is not available through either party's employment, then the cost of medical insurance will be equally divided. The parties further agree that all medical, dental, prescription and related expenses not covered by insurance shall be equally divided between the parties.

15. The Husband agrees to be responsible for the loan to the Sparks State Bank with respect to his 1987 Ford Truck. Husband further agrees to hold Wife harmless and indemnify her from any liability thereon.

16. Except as otherwise provided herein, Wife shall be

responsible for the debts incurred in her name and Husband shall be responsible for the debts incurred in his name.

17. The parties agree to file joint Federal and State Tax Returns for 1987 and will equally divide all refunds received therefrom.

18. Husband agrees to reimburse Wife all counsel fees incurred by her in connection with this Agreement and in any Divorce action between the parties.

19. The Husband agrees to pay all court costs, including Master's fees, incurred in connection with an action for Divorce.

20. Except as otherwise provided herein, the parties have divided to their mutual satisfaction, all other items of personal property, including but not limited to household furniture and furnishings, equipment, bank accounts, automobiles, and all other chattel owned by them. Each of the parties transfers and assigns to the other, all of his or her right, title and interest in and to the personal property presently in possession of the other.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Glenda L. Appel

Glenda L. Appel

Pamela L.A. Lamb
PAMELA L.A. LAMB

(SEAL)

Emory M. Lamb
EMORY M. LAMB

(SEAL)

STATE OF MARYLAND: Co. of Balto. , TO WIT:

I HEREBY CERTIFY that on this 1 day of July, 1987, the above named PAMELA L.A. LAMB, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Glenda L. Appel
NOTARY PUBLIC
My Commission Expires: 7/1/90

STATE OF MARYLAND: Co. of Balto. , TO WIT:

I HEREBY CERTIFY that on this 1 day of July, 1987, the above named EMORY M. LAMB, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Glenda L. Appel
NOTARY PUBLIC
My Commission Expires: 7/1/90

CAROLYN G. SHERIDAN : In the
 Plaintiff : Circuit Court
 vs : for
 CHARLES SHERIDAN, JR. : Carroll County
 Defendant : Case No. CV 1293

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court: WHEREUPON IT IS ORDERED this 15th day of DECEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Carolyn G. Sheridan, be and she is hereby granted an Absolute Divorce from the Defendant, Charles Sheridan, Jr.; and

It is further ADJUDGED and ORDERED that the Property Settlement and Separation Agreement by and between the parties hereto, dated July 8, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

John K. Burns
 Judge

RECEIVED
 COURT
 MD
 DEC 15 11 00 AM '87
 CLERK

PROPERTY SETTLEMENT AND SEPARATION AGREEMENT

THIS AGREEMENT, made this 8th day of July, 1986, by and between CHARLES SHERIDAN, JR. of Frederick County, State of Maryland, hereinafter for the purposes of brevity called "Husband" and CAROLYN G. SHERIDAN of Frederick County, State of Maryland, hereinafter for the purposes of brevity called "Wife".

W I T N E S S E T H:

WHEREAS, on July 8, 1986 the parties

mutually agreed voluntarily to live separate and apart without any cohabitation and they have continued to do so and they now desire to enter into an Agreement to formalize said voluntary separation and

WHEREAS, the said parties have agreed upon an adjustment of their various property rights and other matters, and which agreement is as follows:

SEPARATION

1. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart from one another without any cohabitation, they hereby expressly agree to continue to do so. Neither of the parties shall interfere with, or molest the other, nor endeavor in any way to exercise any marital control or rights over the other or to have any marital relations with the other. Each party shall be free to go his or her respective way as fully and to the same extent as if he or she had never been joined in matrimony.

MUTUAL
 WAIVER OF
 ALIMONY

2. Each party does hereby covenant and agree, and does by these presents agree to waive any and all claims for alimony, maintenance and support past, present and future against the other, it having been explained to each and recognized by each that by the execution of this Agreement neither can at any time in the future, make any claim against the other for alimony, support and maintenance.

Pl. Exhibit No. 1

MUTUAL
WAIVER OF
MARITAL
AWARD

3. Each party does hereby covenant and agree, and does by these presents, agree to waive any and all claims which he or she may have for any type, sort or condition of marital award which may be presently authorized by law or hereafter authorized.

HOUSEHOLD
PROPERTY
AND
POSSESSION

4. The parties hereto have agreed upon a division of the personal property and possessions used by them in the marital home as well as any other personal property and chattels. A schedule consisting of eight handwritten pages is attached as Schedule A. One column is marked "Chuck" and the other is marked "Tiny". Those items under the column marked "Chuck" shall belong to the Husband and those items under the column marked "Tiny" shall belong to the Wife. In addition, the Husband shall have the ownership of the simplicity mower, the Ferguson farm tractor and the hand tools and machine tools on or about the premises.

SECURITIES

5. The parties hereto have standing in their joint names 100 shares Meridian Bancorp common stock which shall be equally divided between the parties. The certificate for the shares and a stock power signed by each of the parties shall be delivered to the attorney for the Wife who will take care of the division of these shares into two equal portions.

MOTOR
VEHICLES

6. Each of the parties shall have the motor vehicle(s) in his and her possession. There is presently titled in the name of the Wife a 1979 Datsun automobile and in the name of the Husband a 1978 Datsun automobile as well as an inoperative 1976 Chevrolet one-half ton pick-up truck. These vehicles shall be the sole and separate property of each of the respective parties in whose names the vehicles are titled.

COUNSEL
FEES AND
COURT

7. Each party agrees to be responsible for his or her own counsel fees. The Husband and Wife agree to each pay one-half of the court costs incurred, including the costs of the Examiner and Master which may be assessed, in the presently

FAMILY
HOME

pending action or in the event of any action for divorce which may be brought in the future by either party in any court of competent jurisdiction. Neither party shall make claim for counsel fees or court costs other than as stipulated in this Agreement.

8. The parties hereto own as tenants by the entireties a fee simple lot of ground and premises known as 15539 Liberty Road, Mt. Airy, Frederick County, Maryland 21771. The property is described in a Deed dated May 11, 1965, and recorded among the Land Records of Frederick County in Liber No. 724, Folio 162. The property was granted and conveyed by Paul T. Morgan, Jr., and Beverley A. Morgan, his wife, to the parties herein. The parties have placed this property on the market for sale. At the present time it is under a contract of sale. In the event that the purchaser should not take title and not pay for the property, then they agree that they will promptly relist it for sale. At the time of this current sale or any future sale, the parties agree that the net proceeds of sale as determined by the settlement officer shall be divided equally between the parties. The Wife agrees to permit the Husband to have the right to have the exclusive use and possession of this home until the property is sold. During the period of the Husband's exclusive right to the use and possession he shall make payment of all mortgage payments, real estate taxes and insurance premiums for fire and extended coverage insurance upon the home. He shall also keep the property in good order and repair and pay the costs of all necessary repairs and maintenance, except for extraordinary and structural repairs, such as damage to the roof, heating plant, plumbing, electrical system, and without exhausting the list of similar repairs all repairs of a substantial nature. For purposes of definition, any such repair, improvement or alteration costing in excess of \$100.00 shall be deemed a major repair. The parties shall divide the cost of making of these repairs. Each of the parties shall pay one-half of the cost of

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such repairs, promptly upon the presentation of the billing for the same. The Wife shall be consulted with respect to the repairs, improvements, or alterations for which she is required to contribute. She shall make herself available for consultation with respect thereto. In the event that any repairs are needed to be made which is of an emergency nature, the Husband may proceed to make the same upon the certification by the supplier, sub-contractor or artisan involved to that effect.

PLEDGING
OF CREDIT

9. The Husband agrees to be responsible for the payment of the Mastercharge Card not to exceed \$1,100.00. Husband has paid the balances due jointly by the parties on the J. C. Penny and Sears Roebuck accounts. As to other bills, the parties hereby agree that each of the parties shall be individually and solely responsible for debts incurred by him or her. To that end, each agrees to indemnify and save harmless the other for or on account of such indebtedness. The parties hereto covenant that they will not in the future pledge the credit of each other.

NO WAIVER
OR
CONDONATION

10. Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other state; and, in case of a reconciliation or divorce, the provisions of this Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

RELEASE
OF
PROPERTY
RIGHTS

11. Except in order to carry out this Agreement the parties hereto, for themselves, their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign to the other, their respective right, title, interest or claim which said parties now have or which they may hereafter have as the wife, husband, widow, widower, or next of kin, successors, or assigns, or otherwise, in and to any property, real or personal, that either of said parties now owns or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal share and widow's or widower's rights or to participate in any way in the enjoyment or distribution of any real or personal estate of

BOOK 32 PAGE 608
which the other may be possessed at the time of her or his death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying. Said parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instrument and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be carry to carry out the provisions of this Agreement.

INTEGRATION
CLAUSE

12. With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted now or at any time in the future, this Agreement may be incorporated in any judgment of partial and/or absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof, in said judgment or judgments, then, and in that event, the parties for themselves and their assigns and personal representatives, agree that they will nevertheless abide by and carry out all of the provisions hereof.

NON-
MODIFIABLE
BY COURT

13. The parties hereto expressly agree that the provisions of this Agreement with respect to property rights, personal rights, or right to support relative to the wife or husband, and between the husband and wife, or any other person named, hereafter shall not be subject to any court modification.

POWER OF
ATTORNEY

14. In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set out, (but for no other purpose), each of the parties does hereby irrevocably constitute and appoint the other to be her or his true, sufficient and lawful attorney, for her or him, and in her or his name, place and stead, to execute, acknowledge and deliver, according to law, such further assurance as may at any time or

times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and personal property herein described.

INDEMNITY
CLAUSE

15. The Husband and Wife agree to indemnify and save harmless each other as respects any costs or expenses incurred by either of them in connection with any default or breach by the other of this Agreement, including but not limited to any costs in connection with securing performance of this Agreement as well as the redress from the breach thereof.

AGREEMENT
TERMS
UNDERSTOOD

16. The Husband has been represented by Wallace Dann as his attorney in the drafting of this Agreement. The Wife has been represented by William R. MacDonald in the drafting of this Agreement. The parties hereto affirm that he and she has read and understand the terms of the foregoing Agreement. Each party further affirms that he and she has been informed of the present and prospective financial position of the other, and acknowledges that the Agreement is fair and equitable based on said future position and prospects of the other, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

BINDING
ASSIGNS

17. That all of the covenants, stipulations, provisions and agreements in this instrument contained shall bind the parties hereto, their assigns and personal representatives.

AS WITNESS, the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Charles Sheridan, Jr. (SEAL)
CHARLES SHERIDAN, JR.

Carolyn G. Sheridan (SEAL)
CAROLYN G. SHERIDAN

STATE OF MARYLAND, COUNTY OF Baltimore to wit:

I HEREBY CERTIFY, that on this 3rd day of

July, 1986, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared CHARLES SHERIDAN, JR. one of the parties to the foregoing Agreement, and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my Hand and Notarial Seal.

Sharon R. Decker
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF Carroll to wit:

I HEREBY CERTIFY, that on this 3rd day of

July, 1986, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared CAROLYN G. SHERIDAN, one of the parties to the foregoing Agreement, and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my Hand and Notarial Seal.

Diana R. Albert
Notary Public
My Commission Expires: 7/1/90

Living Room

<u>Chuck</u>	<u>Tiny</u>
couch + matching chair	gold chair
green chair	small oval table
round coffee table	square table w/2 drawers
3 tier table	breakfront
oriental tables (2)	prints & bench
2 level table (V-shelf)	hutch screen
secretary / chair	federal mirror & table
clock mirror	Monet reproduction
2 crystal goblets	2 Currier & Ives prints
money box	magazine rack
lamp (floor)	brass lamp
copper bucket	picture of my mother, Chys, Sherri
teacup	rug
Dolby's original	

Center Hallway (downstairs)

table	dry sink
mirror	leaves bench
swords	brass wreath
Sheridan + Moore crest	brass sconce
Gen. Sheridan painting	Woods + Rodman crest
gun	Gen. Lee print
box of Brannin	bowl + pitcher
5 prints (on stairs)	iron pot + flat iron
	lamp (wall)
off sewing table	off sewing table
	brass vase w/ money plant
	churn + 2 vases
fireplace equipment?	granite - Sherri
Tiny	* I would like to use and then pass on to Sherri

Den

<u>Chuck</u>	<u>Tiny</u>
couch	family portrait
Civil War desk	2 chairs
Prayer rug	trunk
2 picture plates	brass candlesticks
square table	perforated mug + pitcher
cigar box	leather tray table
silver cocktail shaker	cookie jar
small refrigerator	ginger jar
historical pictures	table lamp
Hi-fi set	floor lamp
	embroidered pictures + tiles
glasses	glasses
	pillows
fireplace equipment?	tinder box
poor, shawl, etc - Chuck	wrought iron sconces
leaves screen + iron dog holder	

Dining room

<u>Chuck</u>	<u>Tiny</u>
hutch	table
sewing table	6 chairs
rocking chair	high chair
picture of farm	corner cupboard
crystal - his mother's	china - leaves ^{CGS} silver plate
silver serving dishes (from family)	sewing machine (2)
silverware - his mother's	crystal
table tray	spoon rack
carving set - his father's	TV set
amber crystal dish	copper trays
	silver tray
various serving dishes	various serving dishes
wall lamp	rug
police man's name maker	various wall decorations
STERLING SILVER	
CGS	

Kitchen	Chuck	Tiny
table		every day dishes - Corning ware
chairs		" " silver - stainless
stainless silverware		" " glasses
dishes (white)		pots + pans - Pewee ware
glasses		" " Corning ware
some pots + pans		" " iron ware
tea towels, etc.		tea towels, etc.
		blender
		mixer
		Toaster
		canister set
		Black + white TV
		stainless steel cart
wall ornament		wall ornaments -
"Dog House"		all the rest + 2 pictures
		cash books
		milking stool
		staple food items
		ironing board
		iron

Master Bedroom

Chuck	Tiny
4 poster bed	mattress
bed spring	single mirror
night stands	Black Boston rocker
4 drawer mahogany bureau	wicker chair
mirror (ornate)	bureau w/ marble top
cedar chest	large trunk
chair w/ white cover	family pictures
book case	picture of Jesus
family pictures	3 small glass lamps
clothes valet	4 pictures of lakes
green mirror	small table
foot locker	white bureau
Jayce awards	picture - "Good Lord Deliver Us"
hair pictures	scales
picture - fish vase	basket w/ money plant
bulletin board	clothes/personal effects
3 bags - 1 large green w/ feet	
2 small w/ feet	
clothes/personal effects	

green bureau - Sherri

Center Hallway - upstairsChuckTiny

color TV
 stereo/radio/TV unit
 all other horse pictures
 table lamp
 floor lamp
 cobbler's bench
 rug
 3 gun chairs { 1 - Chuck
 1 - Sherri
 1 - Chips
 Car pictures (6) - Chips

Guest RoomChuckTiny

chaise/rel rocker
 mattress (double bed)
 sampler
 4 pictures
 floor lamp
 Horse
 { bed & springs
 dresser w/ mirror
 small bureau
 & mirror above } set
 blue chair
 braided rug { 1 large
 2 small
 rocking chair
 book case - Sherri
 luggage rack
 butterflies (2)
 picture of roses
 brother & sister pictures
 2 small lamps
 fireplace equipment?

Upstairs BathroomChuckTiny

towels, wash cloths
 bath mats / hand towels
 towels, wash cloths
 clothes hamper
 towel rack - wooden
 wall decorations
 hair dryer
 bath mats / hand towels
 small heater

Downstairs BathroomChuckTiny

med cabinet
 sampler
 leg shell
 round mirror

Chips' roomChuckTinybed frame
w/ mattress
piano stoolChipsbureau
pictures - all
floor lamp
table
clothes hamper3 piece sectional sofa
w/ matching corner table
set of bunk/twin beds
+ mattresses
desk + chair
mirrorSherris roomChuckTinySherrisset - 4 portia twin beds
mattresses (ones in her room){ones that are in
guest room at presenttable
wicker chair
bureau
desk + chair
book case
pictures/posters, etc.ExtrasChuckTinyFord tractor w/
large mower
riding lawn mower
edge trimmer
weed eater
air conditioner
puck mower
auto-tiller
lawn furniture
trailer
freezer (old)garden implements -
rake, hoe, digger, etc.
B+D clippers
large square fan
small fan
propane heater
humidifier
freezer (new)
lawn furniture

BRIDGET JEANINE STREAKER * IN THE
 Plaintiff * CIRCUIT COURT
 V. * FOR
 GREGORY STREAKER * CARROLL COUNTY
 Defendant * *CV 3161*
 * * * * *

JUDGMENT

THIS cause standing ready for hearing and being presented by the parties, the proceedings having been read and considered by this Court

WHEREUPON, IT IS ORDERED, this 15th day of DECEMBER, 1987, by the Circuit Court for Carroll County, that the Plaintiff, BRIDGET JEANINE STREAKER, be and is hereby granted an Absolute Divorce, from the Defendant, GREGORY STREAKER, and it is further

ORDERED, that the Plaintiff be and is hereby granted the permanent care and custody of the minor child of the parties; and it is further

Ordered that the Defendant shall pay child support of Twenty Dollars (\$20.00) per week, with all such support payments to be made through the bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland 21157, all of which is subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

Filed Dec 15, 1987

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

(3) Failure to comply with Paragraph 2 above will subject the Defendant to pay a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is

FURTHER ORDERED, that the pertinent provisions of the Separation and Property Settlement Agreement between the parties dated November 17, 1986 and filed in this cause be and the same is hereby made a part hereof as if fully set forth herein.

Luke K. Burns, Jr.
 JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 17th day of November, 19 86, by and between GREGORY JOHN STREAKER ("Husband") and BRIDGET JEANINE STREAKER ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on March 2, 1984, in Howard County, Maryland. One child was born to them as a result of their marriage, namely, GREGORY JOHN STREAKER, JR., born on December 20, 1985, herein-after referred to as "Child." Differences have arisen between the parties and they are now and have been since August 3, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit,

without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him ~~in accordance with the following schedule~~ *at all reasonable times B.A. C.S.*

- A. Every Saturday from 8:00 A.M. until 9:00 P.M.
- B. Two (2) weeks in the summer.
- C. Subject to other times as the parties hereto may arrange. Visitation is a right of the Husband and Wife shall strive constantly to honor that right.

4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the Child the sum of Twenty Dollars (\$20.00) per week, until the first to occur of any of the following events: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

Said support payments shall be made through the Bureau of Support Enforcement of the Department of Social Services and Husband's wages shall be subject to attachment if the said support payments shall be made other than on a regular and timely fashion.

Beginning with the year in which an absolute divorce is granted, Wife agrees that for each calendar year in which Husband shall have made all child support payments which he is obligated to make, she shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the Child as a dependent for that calendar year. Wife shall give such executed declaration to Husband upon his request, on or after January 1 each year for the calendar year just ended, to enable Husband to attach it to his income tax returns.

5. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

6. LIFE INSURANCE

Husband shall, either through life insurance beneficiary designations, trust provisions, or in his Will provide a fund of not less than Ten Thousand Dollars (\$10,000.00) for the Child to be used for the support, maintenance, and education of the Child, in the event of Husband's death. The said fund shall be administered by Wife and, if Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to the Child, on that date on which the Child reaches the age of Twenty-Two (22). To the extent that Husband shall fail to comply with the provisions of this Paragraph, his estate shall be charged with the obligations hereinabove assumed.

7. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive

property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. INCOME TAX RETURNS

The parties shall file joint Federal and State returns for the calendar year 1986, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

10. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

11. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

12. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

13. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge

that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

WITNESS:

[Signature] (SEAL)
GREGORY JOHN STREAKER ("Husband")
[Signature] (SEAL) in a Room Witness
BRIDGET JEANINE STREAKER (Wife)

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 15 day of November, 1982, the above-named GREGORY JOHN STREAKER, personally appeared before me

and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY, that on this 17th day of November 1986, the above-named BRIDGET JEANINE STREAGER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires: 7-1-90

ADA GERTRUDE FELDMAN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GILBERT FELDMAN	:	Carroll County
Defendant	:	Case No. CV 4357

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 15th day of DECEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Ada Gertrude Feldman, be and she is hereby granted an Absolute Divorce from the Defendant, Gilbert Feldman; and

It is further ADJUDGED and ORDERED that the Agreement of Separation Between Gilbert Feldman and Ada Gertrude Feldman, dated August 9, 1984 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Luke H. Burns
Judge

Filed Dec. 15, 1987

AGREEMENT OF SEPARATION BETWEENGILBERT FELDMANANDADA GERTRUDE FELDMAN

THIS AGREEMENT OF SEPARATION is entered into this 9th day of August, 1984 by and between GILBERT FELDMAN hereinafter referred to as husband and ADA GERTRUDE FELDMAN hereinafter referred to as wife both parties residents of the State of Maryland.

WHEREAS, the parties hereto are husband and wife, having been duly married on the 4th day of August, 1962 in Baltimore City, Maryland by a religious ceremony, and

WHEREAS, as a result of said marriage, two children were born, namely, MICHELE LEE, born November 4, 1968 and FLORENCE KATHLEEN, born December 5, 1966, and

WHEREAS, various and sundry differences have arisen between the parties as a result whereof they will mutually and voluntarily agree to live separate and apart on the 1st day of July, 1984, and that they will and have continued to live separate and apart since that date in separate places of abode, without cohabitation, with the purpose and intent of ending their marriage, and

WHEREAS, it is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights on the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants of each of the parties, the parties covenant and agree as follows, all as of the effective date hereof:

I. ALIMONY WAIVER

In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained

Pl. Exhibit No. 1

the summer, 2) sharing of holidays and special occasions; and 3) the right to reasonable overnight visits.

IV. CHILD SUPPORT

a. That the husband will pay to the wife for the support and maintenance of the minor children the sum of One Hundred Fifty Dollars (\$150.00) per month/per child.

b. That the said husband and wife agree that the child support for each minor child of the parties shall cease as each child reaches the age of 18, marries, or becomes self-supporting or otherwise emancipated.

V. FAMILY HOME

a) The parties hereby agree that the home known as 2310 Dalib Rd., owned by the parties as tenants by the entireties shall be declared the family home.

b) Upon the signing of this Agreement, the wife shall become the sole owner of said home, with the husband signing over all his rights, title and interest in the property.

c) The husband shall be responsible for the mortgage, insurance and taxes on the family home from July, 1984 until and including November, 1986, holding the wife harmless for same, with the wife responsible for the utility costs and any other costs for the family home.

d.) That the wife will be solely responsible for all mortgage payments, insurance, and taxes on the family home for the month of December, 1986 and there after, holding the husband harmless for same.

VI. FURTHER MARITAL REAL PROPERTY

a) The parties own by tenants by the entireties two lots of ground known as the "Lake Langanore property." Upon the signing of this Agreement, both lots shall be sold, with the parties equally dividing the proceeds.

H. A. S. 4.

herein for the respective benefit of the parties and other good and valuable consideration, the parties agree that the husband shall pay to the wife as alimony, the following amounts for the specified period to be paid during the first week of each month: *A.F. JB*

- a.) Seven Hundred Dollars (\$700.00) per month from July, 1984 until November, 1986.
- b.) Seven Hundred and Seventy Five Dollars (\$775.00) per month from December, 1986 until December, 1987.
- c.) That this provision regarding alimony is non-modifiable by the Court.
- d.) That after the December, 1987 payment, each party releases unto the other any claim or right to temporary or permanent alimony, support, or maintenance, whether past, present or future.

II. MONETARY AWARD WAIVER

Each party releases and waives unto the other any claim or right for a monetary award or judgment in accordance with the provisions of the Law of Maryland, 3-6A-05 (b), Courts and Judicial Proceedings, Annotated Code of Maryland, including the pension and retirement benefits of each of the parties, and more specifically including a waiver of the wife's interest in the husband's U.F.C.W., Local 27 and International pension benefits.

III. CUSTODY AND VISITATION OF CHILDREN

The parties acknowledge that the welfare and best interests of the children are the paramount consideration of each of them. The wife shall have the custody of the children and shall advise the husband a reasonable time in advance of any extended or permanent change of address of residence of the children.

The wife shall have custody of Michele Lee, born November 4, 1968 and Florence Kathleen born December 5, 1966, the minor children of the parties.

The husband shall have liberal and reasonable visitation rights with the children consistent with their school schedule and personal schedule including, but not limited to: 1) an extended period during

herein for the respective benefit of the parties and other good and valuable consideration, the parties agree that the husband shall pay to the wife as alimony, the following amounts for the specified period to be paid during the first week of each month: *A.F. JB*

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The husband shall have liberal and reasonable visitation rights with the children consistent with their school schedule and personal schedule including, but not limited to: 1) an extended period during

the summer, 2) sharing of holidays and special occasions; and 3) the right to reasonable overnight visits.

IV. CHILD SUPPORT

a. That the husband will pay to the wife for the support and maintenance of the minor children the sum of One Hundred Fifty Dollars (\$150.00) per month/per child.

b. That the said husband and wife agree that the child support for each minor child of the parties shall cease as each child reaches the age of 18, marries, or becomes self-supporting or otherwise emancipated.

V. FAMILY HOME

a) The parties hereby agree that the home known as 2310 Dalib Rd., owned by the parties as tenants by the entirety shall be declared the family home.

b) Upon the signing of this Agreement, the wife shall become the sole owner of said home, with the husband signing over all his rights, title and interest in the property.

c) The husband shall be responsible for the mortgage, insurance and taxes on the family home from July, 1984 until and including November, 1986, holding the wife harmless for same, with the wife responsible for the utility costs and any other costs for the family home.

d.) That the wife will be solely responsible for all mortgage payments, insurance, and taxes on the family home for the month of December, 1986 and there after, holding the husband harmless for same.

VI. FURTHER MARITAL, REAL PROPERTY

a) The parties own by tenants by the entirety two lots of ground known as the "Lake Langanore property." Upon the signing of this Agreement, both lots shall be sold, with the parties equally dividing the proceeds.

2/1/87

b) The husband owns a condominium unit at the "Sandalwood" development in his sole name, which he will retain as his sole and exclusive property, the wife having no rights, title or interest in same.

c) The parties own by tenants by the entirety the property known as Sunny Seas East, Unit 1-A located in Ocean City, Maryland. Upon the signing of this Agreement, all rights, title and interest of the wife in said property shall become the sole property of the husband, with the wife signing all documents necessary to accomplish said transfer. That any and all dues, taxes, costs or expenses associated with the property will become the sole responsibility of the husband, holding the wife harmless for same.

VII. FAMILY USE AND PERSONAL PROPERTY

a) Regarding the personal property in the family home, the wife will have full ownership of all the family owned personal property with the exception of the items the husband will recover which are listed in paragraphs, c and e.

b) The parties own a 1981 Chevrolet Chevette titled in the name of the husband. Upon the signing of this Agreement, said automobile will become the exclusive property of the wife, with the husband signing over all his rights, title and interests in said car to the wife.

c) The lawn tractor, chain saw and electric wood splitter owned by the parties shall be the property of the husband, with the husband having the right to keep said items at the family home.

e) The husband shall take the following family use personal property with him:

Small Pitcher and bowl set

Dry sink pine

Old wall telephone oak

Wood rocker
 Barrel furniture and 6 chairs
 Pinball machine
 Stereo set and speakers
 Small wall pictures, George and Martha Washington
 Brown lounge chair
 Maple coffee table
 Maple round end table
 Telephone lamp
 Stove lamp
 Foot stool
 Sheets, towels, pans, pots
 Portable color T.V.

VIII. EXPENSES

a) The husband will pay the answering service fees for the alarm system of the family home for the year 1984, 85, and 86, with the wife being responsible for same thereafter.

b) The husband will pay the car insurance of the wife and daughter presently due, covering said premiums until August 4, 1984.

c) The wife will be responsible to pay the Super T.V. bills for the service provided at the family home.

IX. DEBTS

The husband covenants and agrees to be solely responsible and to hold the wife harmless from the following debts and will be responsible for same only for the charges made prior to December 31, 1983.

1. Choice
2. Sears

X. COURT COSTS

That the said husband and wife do hereby agree:

a) To divide equally all Court costs including the Master's fees in connection with the filing for a Divorce A Vinculo matrimonii.

b) Each shall be responsible for his or her Counsel Fees only, each waiving any claim against the other for Counsel Fees.

XI. INCOME TAX RETURNS

a) That the said husband and wife agree to file joint Federal and State income tax returns for the year 1983, with the wife recovering \$500.00 of said return, with the balance to the husband.

b) That the said husband shall claim the minor children as dependents for the purpose of any future income tax returns, and also claim the mortgage payments on the family home, property taxes on the family home, and 1984 Lake Linganore property taxes and dues as his tax deductions while he is making said payments under the terms of this agreement.

c) The parties agree that they will no longer be filing joint taxes returns unless agreed upon between themselves.

XII. COLLEGE TUITION

Should the children of the parties attend college, the husband shall be responsible for the children's tuition in an amount equal to the then existing cost for a Maryland resident to attend an in-state university.

XIII. MEDICAL AND HOSPITALIZATION

That until the said marriage of the parties hereto is terminated by a Divorce A Vinculo Matrimonii, the said husband does hereto agree to maintain the present medical and hospital insurance, prescription plan, dental plan and optical plan to cover the said wife and minor children of the parties. That after a Divorce A Vinculo Matrimonii, the said husband shall have the right to remove the name of the wife from such coverage. Further, the husband agrees to split with the wife all non-covered medical costs under One Hundred Dollars (\$100.00).

XIV. LIFE INSURANCE

The husband agrees to keep in effect the following life insurance policies, naming the children of the parties as beneficiaries.

- 1) \$10,000.00-John Hancock
- 2) \$10,000.00-International U.F.C.W. Plan
- 3) \$10,000.00-Local U.F.C.W. Plan

XV. RIGHT TO COUNSEL

The parties hereto have been advised that they should have their own counsel and they have availed themselves of that right. This Agreement is made voluntarily between the parties, each of whom acknowledge that there have been no threats, promises or inducements or other coercion to compel either to enter this Agreement, and that they have done so freely and upon advice of counsel. The parties acknowledge each is thoroughly familiar with the means, assets, resources and net worth of the other and that each has made a complete disclosure to the other of these items, and that both parties are satisfied and do hereby acknowledge that the disclosure has been complete. Both parties have been advised that this Agreement is drawn in accordance with the provisions of the Laws of Maryland specifically Article 16 and Subtitle 6A, Court and Judicial Proceedings, Annotated Code of Maryland, and that they have been advised of the provisions contained therein.

XVI. SEPARATE AND INDEPENDENT CONTRACTS

The parties agree that each and every numbered paragraph set forth herein shall be construed as an independent contract and independent obligation between the parties. If one party violates or fails to perform the obligations set forth in a particular paragraph, then the other party shall not be excused from his or her complete performance of all other paragraphs set forth herein. Likewise, if any Court finds any paragraph herein illegal, unconscionable, void, voidable or for any other reason not binding upon the parties, then all other terms and provisions herein shall still be individual contracts and independent obligations between the parties.

XVII. ARTICLES OF PERSONAL ADORNMENT

The parties hereto mutually covenant and agree that each shall have his/her sole and separate property each and every article of personal adornment, including but not limited to jewelry, clothing, cosmetics now in the possession of each.

XVIII. PLEDGE OF CREDIT

The parties hereto agree that they have not pledge the credit of each other and shall not pledge the credit of each other from this date forward.

XIV. GENERAL PROVISIONS

A. That the parties hereto shall at all times hereinafter live apart and separate from each other, at such place or places, as he or she may from time to time select.

B. Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single or unmarried.

C. Neither shall molest the other, or compel the other to cohabit or dwell with him or her.

D. Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself or herself, his or her heirs, personal representatives and assigns release and discharge the other of and from all causes of action, claims, rights or demands whatsoever which either of the parties may have had or now has against the other including those provisions in the Laws of Maryland, Subtitle 6A Courts and Judicial Proceedings.

E. It is agreed that the terms and provisions of this Agreement shall be incorporated by reference hereto in any decree to be passed in any future divorce proceeding filed between the parties hereto.

F. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same hereby expressly reserved.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and affixed their seals the day and year first above written.

WITNESS:

Richard B. BoweeGilbert Feldman SEAL
GILBERT FELDMANRichard B. BoweeAda Gertrude Feldman SEAL
ADA GERTRUDE FELDMAN

STATE OF MARYLAND, County OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 18th day of July, 1984, the above named GILBERT FELDMAN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

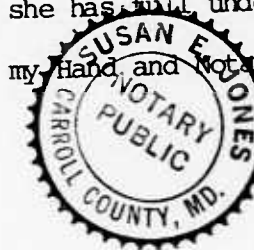
WITNESS, my Hand and Notarial Seal.

Brian O. Baker
NOTARY PUBLICMy comm. expires: 7/1/86

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1984, the above named ADA GERTRUDE FELDMAN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS, my Hand and Notarial Seal.

Susan E. Jones
NOTARY PUBLIC
My commission expires: 7/1/86

DUANE ARBUTHNOT : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
LYNN S. ARBUTHNOT : CARROLL COUNTY
Defendant : CASE NO. CV4924

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 15th day of December, 1987, that the Plaintiff, DUANE ARBUTHNOT, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LYNN S. ARBUTHNOT; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 16, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Robert Burns
JUDGE

Filed Dec. 15, 1987

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 16th day of October, 1986, by and between DUANE ARBUTHNOT, of Carroll County, Maryland, herein called "Husband", and LYNN S. ARBUTHNOT, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Stamford, Connecticut, on May 28, 1983, and whereas certain irreconcilable differences have arisen between the said parties for which reason they have voluntarily consented and agreed to separate from the date of this agreement, and no longer to reside together as husband and wife, and they do hereby voluntarily consent and agree from the date of this agreement to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after

Pl #1
12/1/87
[Signature]

due consideration, do fully and voluntarily agree as follows:

CHILDREN

That no children were born to husband and wife as a result of this marriage.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and

to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

It is agreed by and between the parties that wife will transfer to husband any and all interest that she may have in a 1983 Toyota pickup truck. Husband will indemnify and hold wife harmless regarding the transfer and ownership of said motor vehicle.

It is agreed by and between the parties that husband will transfer to wife any and all interest that he may have in Personal Preference, Inc. Wife will indemnify and hold husband harmless regarding any obligations of said corporation.

It is further agreed by and between the parties that husband will pay wife the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) in exchange for any additional claim she may have as a result of the marriage of the parties. Additionally, husband agrees to pay Mr. Charles W. Carvette the sum of FIVE THOUSAND DOLLARS (\$5,000.00) on behalf of wife. Husband agrees to hold wife harmless and indemnify her against any claim made by Charles W. Carvette as a result of his loan to wife in the amount of \$5,000.00. Husband additionally agrees to forgive a loan made to wife in the amount of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00). Husband agrees to indemnify wife with respect to said obligation. Husband will be obligated to pay wife the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) as set forth herein at such time as she executes Deeds to real estate owned by the parties.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 2433 Coon Club Road, Westminster,

Maryland 21157. The parties additionally acknowledge ownership, as tenants by the entireties, of property known as the Winterberry Lane property.

It is agreed by and between the parties that wife will transfer to husband any and all interest that she may have in all real property that is currently titled as tenants by the entireties. Husband agrees to pay for the cost of said transfers and indemnify and hold wife harmless regarding the ownership of said properties and any outstanding obligations with respect thereto. Wife agrees to execute any documents necessary to accomplish the transfers described herein.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final

settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or

any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Michael M. Galloway Duane Arbuthnot (SEAL)
DUANE ARBUTHNOT
Grace H. MacLellan Lynn S. Arbuthnot (SEAL)
LYNN S. ARBUTHNOT

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 16th day of Oct., 1986, the above-named DUANE ARBUTHNOT personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

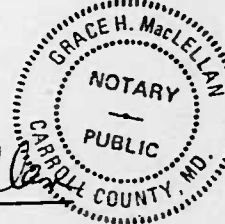


Michael M. Galloway
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 14th day of October, 1986, the above-named LYNN S. ARBUTHNOT personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Grace H. MacLellan
Notary Public
My Commission Expires: 7/1/90

RANDY DAVID GROSS : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 THERESA ANN GROSS : CARROLL COUNTY
 Defendant : CASE NO. CV5015

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 15th day of December, 1987, that the Plaintiff, RANDY DAVID GROSS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, THERESA ANN GROSS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, STEPHANIE MICHELLE GROSS (born February 1, 1981), JASON MICHAEL GROSS (born April 18, 1983) and JAMIE LYNN GROSS (born March 19, 1985) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant, as child support, the sum of Twenty-Five Dollars (\$25.00) per week, per child, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the

Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 19, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rebekah B. Sumo
 JUDGE

THIS AGREEMENT, made this 19 day of February, 1987,
by and between THERESA ANN GROSS, hereinafter called "Wife",
party of the first part, and RANDY DAVID GROSS, hereinafter
called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on
August 11, 1979, in Keysville, Carroll County, Maryland. Three
(3) children were born to them as a result of the marriage;
namely, STEPHANIE MICHELLE GROSS, born February 1, 1981; JASON
MICHAEL GROSS, born April 18, 1983; and JAMIE LYNN GROSS, born
March 19, 1985.

On November 1, 1986, the parties hereto mutually agreed
voluntarily to separate and to live separate and apart in
separate places of abode without any cohabitation, with the
intention of terminating the marriage, and they have continued to
do so. Without waiving any ground for divorce which either of
them may now or hereafter have against the other, the parties
deem it in their best interests to enter into this Agreement to
formalize said voluntary separation, to settle their respective
rights, the custody and support of their minor children and all
other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and
the mutual covenants of each of the parties, they do hereby
covenant and agree with each other and for their respective
heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be
construed as a waiver by either of the parties of any ground for
divorce which either of them may now or hereafter have against
the other, the same being hereby expressly reserved.

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R.D.G.

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12/1/87
[Signature]

2. The parties, having heretofore mutually agreed to
separate and voluntarily live separate and apart in separate
places of abode without any cohabitation, with the intention of
terminating the marriage, and having done so since November 1,
1986, do hereby expressly agree to continue to do so. Neither of
the parties shall interfere with or molest the other, nor
endeavor in any way to exercise any marital control or right over
the other or to have any marital relations with the other or to
exert or demand any right to reside in the home of the other.
Each party shall be free to go his or her own respective way as
fully and to the same extent as if they had never been joined in
matrimony.

3. Wife shall have the care and custody of the minor
children of the parties with the right and privilege unto Husband
to visit with and have said children with him at all reasonable
times, it being the intention of the parties that Husband shall
have full and liberal rights of visitation so that as close a
relationship as possible shall be maintained between him and the
children. Wife shall cooperate to the fullest extent possible to
effectuate this intent. Husband shall pay unto Wife the sum of
Twenty-five Dollars (\$25.00) per week for each child, a total of
Seventy-five Dollars (\$75.00) per week toward the support,
maintenance, education and general welfare of the minor children,
~~for so long as the children are in the custody of the wife. Said~~
payments with respect to each child shall ~~cease and terminate~~ ^{commence from the filing of *}
upon the first to occur of any one of the following events as to
any such child: (a) arrival at age of eighteen (18) years;
(b) marriage; (c) becoming self-supporting; or (d) death of
said child or Husband.

Void
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R.D.G.

4. For so long as the children remain dependent under
the Federal and Maryland State Income tax laws, Wife shall be
*a complaint in the Circuit Court for Carroll County in Case #CV3278
and
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allowed to claim said dependent child/children as her dependent(s) on her tax returns in alternate years beginning with her reported income for the year 1987. Husband shall be entitled to claim said dependent child/children or in the alternating years in which Wife is not entitled to claim them. Each party will execute the required yearly waiver of their right to claim the dependent child/children as exemption(s) in the applicable year and each will forward said waiver to the party so claiming for filing with his/her income tax returns.

5. Husband agrees to carry and keep in force the medical and hospital insurance presently in effect through his employer on Wife until the date of any Order of Divorce that may be entered between the parties hereto or until Wife qualifies for her personal medical and hospitalization insurance as provided through her employer, whichever of the two events first occurs. In addition, Husband shall carry and keep in force said hospitalization and medical insurance for the benefit of the parties' children. Husband's obligation under this paragraph with respect to each child shall cease and terminate upon the first to occur of any one of the following events as to any such child: (a) arrival at age of eighteen (18) years; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

All hospital and medical expenses referred to above, which are not covered by said insurance, as well as all dental expenses, shall be equally divided between the parties hereto. Husband and Wife's obligations under this paragraph with respect to each child shall cease and terminate upon the first occurrence of the previously aforementioned events as to each child.

6. Each party shall keep the other advised of his or her address or telephone number, and neither shall come to the

J.H.G.
R.D.G.

residence of the other for purposes of visitation without a prior telephone call or other prior arrangement.

7. All tangible personal property and household chattels presently located at the parties' residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, with the exception of those items listed on Schedule A attached hereto and incorporated herein as part hereof, said listed items shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

8. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1979 Chevrolet Caprice automobile, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title.

9. Husband shall be entitled to retain as his sole, separate and individual property the 1977 Chevrolet Pick-Up Truck, the 1973 Ford Van and the 1967 Ford 1 Ton truck, all of which are titled in the name of the said Husband.

10. Husband and Wife acknowledge and agree that each of the parties shall own, have and enjoy, independently of any claim, right, title or interest of the other party, those funds now on deposit in their name alone, whatsoever and wheresoever situate, which are now held by him or her, to dispose of the same as fully and effectually, in all respects and for all purposes as if she or he were unmarried.

11. The parties own as tenants by the entireties, in fee simple, the property known as 2559 South Baumgardner Road, Keymar, Maryland, having acquired the said property by Deed dated

J.H.G.
R.D.G.

February 20, 1986, and recorded among the Land Records of Carroll County in Liber 936, folio 901. With respect to the aforesaid property, Husband and Wife agree as follows:

A. Wife agrees to transfer her right, title and interest in and to said real property within thirty (30) days of execution of this Agreement upon request by Husband.

B. Husband shall be responsible for the preparation of any and all documents necessary for the transfer of title to the aforesaid real property and to bear the costs of said transfer, including, but not limited to, the costs of preparing and recording the Deed.

C. Husband agrees to be solely responsible for any and all indebtedness, any and all taxes, and all other public or governmental charges and other charges or private assessments currently levied against the said real property, and Husband agrees to indemnify Wife and hold her harmless for any claim or claims thereunder.

D. In consideration of Wife's transfer to Husband of her interest in said real property, Husband agrees to pay to Wife the sum of Five Hundred Dollars (\$500.00) at the time of execution of the new Deed by Wife *and give her the Washer & Dryer* ^{2A.C.} _{R.D.G.}

12. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep

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the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

13. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support and maintenance, whether past, present or future.

14. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for divorce against the other.

15. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future

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change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any claim to any pension, retirement, profit sharing funds or annuities, past, present or future as well as including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

16. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the

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amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

17. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

18. Except for the provisions contained in this Agreement relating to the custody, visitation and support of the minor children of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

19. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

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20. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

21. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: [Signature] (SEAL)
THERESA ANN GROSS

Witness: [Signature] (SEAL)
RANDY DAVID GROSS

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of January, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THERESA ANN GROSS, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My commission expires July 1, 1990.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of February, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RANDY DAVID

GROSS, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Anna M. Godwin
Notary Public



My commission expires July 1, 1990.

SCHEDULE A

1. Home Interior pictures
2. Sewing machine
3. Beds, bed linens and pillows
4. (Some) pots and pans
5. Personal clothing and jewelry
6. Childrens' clothing
7. Dining room table
8. Wicker chair
9. Lamps
10. Scatter rugs
11. Children's bureaus and dressers
12. Glass tables in Stephanie's room
13. Microwave
14. Mother's toaster
15. Mirror
16. High chair
17. End tables
18. Stereo
19. (Certain) curtains
20. Dishes and silverware
21. Childrens' toys and dolls
22. Childrens' cribs
23. Telephone (French style)
24. Desk
25. Picnic table and chair
26. Mother's pictures
27. Flowers in bathroom
28. Couch & Chair
29. Rocking Chair
30. Dining room set (hutch, table/leaves & 6 chairs)
31. All items in attic
32. Crock pots

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RDY

GREGORY GEORGE CHERNEY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
SANDRA ELAINE CHERNEY	:	Carroll County
Defendant	:	Case No. CV 4593

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 11th day of DECEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Gregory George Cherney, be and he is hereby granted an Absolute Divorce from the Defendant, Sandra Elaine Cherney; and

It is further ADJUDGED and ORDERED that the Voluntary Separation Agreement by and between the parties hereto, dated June 22, 1987, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

THIS AGREEMENT, made this 22nd day of JUNE, 1987, by and between SANDRA ELAINE CHERNEY, hereinafter called "Wife", party of the first part, and GREGORY GEORGE CHERNEY, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

h.c. The parties were married by a religious ceremony on July 1st 1979. No children were born to them as a result of the marriage.

On May 30, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective rights and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since May 30, 1986,

Pl. Exhibit No. 1

do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Wife agrees to carry and keep in force Blue Cross and Blue Shield insurance or its equivalent on the Husband until the date of any Judgment of Divorce that may be entered between the parties hereto.

4. Wife shall be entitled to retain those items of household furniture and property as shown on a list attached hereto and marked "Attachment 1" as well as her respective clothing, jewelry and personal effects.

5. Husband is entitled to retain the remaining household furniture and personal property as well as his clothing, jewelry and personal effects.

6. Husband and Wife acknowledge and agree that each of the parties shall own, have and enjoy, independently of any claim, right, title or interest of the other party, those funds now on deposit in their name alone, whatsoever and wheresoever situate, which are now held by him or her, to dispose of the same as fully and effectually, in all respects and for all purposes as if he or she were unmarried.

7. Wife shall be entitled to retain as her sole, separate and individual property the 1984 Dodge Daytona Turbo automobile which is titled in the name of the said Wife. Wife agrees to be solely responsible for the payment of the outstanding indebtedness on said automobile to the State of Maryland Credit Union and Wife will indemnify Husband and hold him harmless from any claim or claims arising thereunder.

8. Husband shall be entitled to retain as his sole, separate and individual property the 1979 Plymouth Trail Duster automobile which is titled in the name of the said Husband. Husband agrees to be solely responsible for the payment of the outstanding secured debt on said automobile to Loyola Federal Savings and Loan Association and Husband will indemnify Wife and hold her harmless from any claim or claims arising thereunder.

9. Wife further agrees to transfer any right, title or interest she may have in and to the 1965 Dodge Coronet racing vehicle which Husband acquired prior to the marriage of the said parties as well as a certain trailer used to transport said vehicle.

10. The parties own as tenants by the entireties, in fee simple, the following parcel of real property:

Lot No. 38 on Salem Bottom Road, Westminster, Maryland, containing 2.8907 acres of land as shown on a Plat entitled "PLAT G of BOB-EL FARMS", said property having been deeded to the parties by Deed dated August 13, 1985, and recorded among the Land Records of Carroll County in Liber 913, folio 979.

In addition to the aforementioned real property the parties jointly own a mobile home which was used by them as their marital residence and which property is currently encumbered by a secured loan to the Farmers and Mechanics Bank of Hanover, Pennsylvania.

The parties further acknowledge that they are joint owners of a certain Gravely, 16HP Garden Tractor, Model No. 8163G, with custom built transport trailer, having financed said property through Gravely Distributors.

With respect to the aforementioned property owned by the parties, the parties agrees as follows:

b.c. 40

A. Wife shall transfer to Husband all her right, title and interest in and to the real property known as Lot No. 38 on Salem Bottom Road, as well as any interest she may have in the aforementioned Gravely Tractor and mobile home. In consideration of said conveyances, in addition to the other covenants and agreements set forth in this Agreement, it is agreed that Husband shall pay unto Wife the sum of Ten Thousand Dollars (\$10,000.00), in cash, at settlement on those items of property.

B. Wife further agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said mobile home in Husband's name alone. Husband shall pay the costs, if any, for the transfer of title.

C. Husband shall be responsible for the preparation of any and all documents necessary for the transfer of title to the aforesaid real property and to bear the costs of said transfer, including but not limited to, the costs of preparing and recording the Deed.

11. Husband agrees to be obligated to personally pay the following obligations and accounts of the parties:

b.c. 40

A. Choice Account in the approximate amount of \$600.00.

B. Farmers and Mechanics Bank of Hanover, Hanover, Pennsylvania, any balance yet owing on a loan from said bank to the parties for the aforementioned mobile home which requires monthly payments in the amount of \$210.00.

C. Gravely Distributors, any balance yet owing on a loan from said distributors for the aforementioned Gravely Tractor and said custom built transport trailer which requires monthly payments in the amount of \$167.00.

With respect to the aforementioned indebtedness of the parties, Husband agrees to indemnify Wife and hold her harmless from any claim or claims arising thereunder.

12. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

13. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and

valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support and maintenance, whether past, present or future.

14. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for divorce against the other.

15. The parties agree to file joint federal and state income tax returns for each calendar year for which the parties are entitled to do so, if Husband elects to do so and so requests Wife. For any year for which the parties file joint tax returns, the parties shall pay all the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, and any refunds shall be equally divided between the parties. Each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties, and expenses in connection with his or her own income and deductions during all years for which joint returns are filed.

16. The parties acknowledge that the Husband has a Workmen's Compensation Claim pending against the Underwriters Insurance Company and in that respect Wife will waive any interest she may have in any settlement forthcoming and in consideration thereof Husband will waive any interest he may have in any retirement plan of the Wife through her present employment.

17. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any claim to any pension, retirement, profit sharing funds or annuities, past, present and future as well as any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of

h.c. sc

the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

18. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

19. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

h.c. sc

20. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

21. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants, understandings, oral or written, other than those expressly set forth herein.

22. The parties acknowledge that Husband has made a financial disclosure to Wife and that Wife has relied upon that disclosure in executing this Agreement, and that the disclosure forms a material part of the consideration for this Agreement.

23. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinbefore written.


Witness: Sandra Elaine Cherney (SEAL)
SANDRA ELAINE CHERNEY
Witness: Gregory George Cherney (SEAL)
GREGORY GEORGE CHERNEY

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 4th day of June, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SANDRA ELAINE CHERNEY, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with

respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

Cindy L. Hoff
Notary Public


My commission expires July 1, 1990.

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 22nd day of June, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GREGORY GEORGE CHERNEY, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Anna M. Godwin
Notary Public


My commission expires July 1, 1990.

Seal-A-Meal	Stepstool
Deep Fryers	Baking Pans
Mixer	Recipe Box
Crock Pot	Bird Holder
Electric Skillet	Christmas Ornaments
Food Processor	Blankets (2)
Knife Set	Make Up Mirror
Cookie Jar	Blender
Clock	Electric Knife
Green Bureau	Toaster
Vacuum Cleaner	Blowdryer
Iron	Freezer
Clothes Horse	One Box of Stoneware
Lazy Susan	Owls & Butterflies on Walls
Electric Griddle	Selected Knick-Knacks
Corningware Set	1 Captain's Chest
Cake Pan	to Bedroom Set
Cannister Set	or a New Chest
Fruit Bowl	
Afgans (3)	

ATTACHMENT 1

H.C. SC

RAY M. BECKER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
SUZEN C. BECKER	:	Carroll County
Defendant	:	Case No. CV 4645

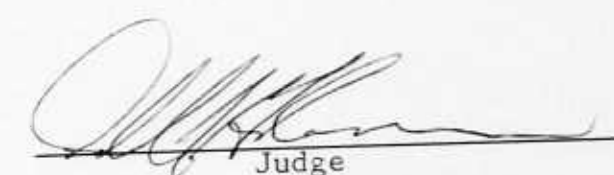
JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of DECEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Ray M. Becker, be and he is hereby granted an Absolute Divorce from the Defendant, Suzen C. Becker; and

It is further ADJUDGED and ORDERED that the Voluntary Separation Agreement by and between the parties hereto, dated July 15, 1987, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.


Judge

THIS AGREEMENT, made this 15th day
of June, 1987, by and between SUZEN C. BECKER,
hereinafter called "Wife", party of the first part, and RAY M.
BECKER, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on
June 9, 1984 in Talbot County, Maryland. No children were born
to them as a result of the marriage.

On May 27, 1986, the parties hereto mutually agreed
voluntarily to separate and to live separate and apart in
separate places of abode without any cohabitation, with the
intention of ending their marriage. Without waiving any ground
for divorce which either of them may now or hereafter have
against the other, the parties deem it in their best interests to
enter into this Agreement to formalize said voluntary separation,
to settle their respective rights and all other matters growing
out of their marital relation.

NOW, THEREFORE, in consideration of the premises and
the mutual covenants of each of the parties, they do hereby
covenant and agree with each other and for their respective
heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be
construed as a waiver by either of the parties of any ground for
divorce which either of them may now or hereafter have against
the other, the same being hereby expressly reserved.

Pl. Exhibit No. 1

2. The parties, have heretofore mutually agreed on May
27, 1986, to separate and voluntarily live separate and apart in
separate places of abode without any cohabitation, with the
intention of ending their marriage. Neither of the parties shall
interfere with or molest the other, nor endeavor in any way to
exercise any marital control or right over the other or to have
any marital relations with the other or to exert or demand any
right to reside in the home of the other. Each party shall be
free to go his or her own respective way as fully and to the same
extent as if they had never been joined in matrimony.

3. In consideration of the provisions contained herein
for the respective benefit of the parties, and other good and
valuable consideration, each party does, finally, irrevocably and
permanently release and waive unto the other any claim or right
to temporary or permanent alimony, support and maintenance,
whether past, present or future.

4. Husband and Wife shall be entitled to retain those
items of household furniture and property as shown on a list
attached hereto as Attachment I, and incorporated herein as part
hereof, as well as their respective clothing, jewelry and
personal effects.

5. Each of the parties with respect to the
aforementioned distribution of household furniture and other
personal property of the parties hereby transfers and assigns to
the other all of their respective right, title and interest in

and to such household furniture and other personal property in accordance with the said distribution.

6. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1985 Pontiac Fiero automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in Wife's name alone. Wife further agrees that she shall be solely responsible for any and all loans secured by said vehicle and shall indemnify and hold Husband harmless from any and all claims related thereto. Wife to be responsible for her own automobile insurance as well.

7. Wife hereby transfers and assigns unto Husband any right, claim or interest she may have in the 1982 Honda Accord Hatchback and the 1986 VW Scirocco automobiles, both of which are titled in Husband's name alone and Husband agrees to be solely responsible for any and all loans secured by said vehicles and shall indemnify and hold Wife harmless from any and all claims related thereto. Husband shall be responsible for his own automobile insurance as well.

8. Husband and Wife acknowledge and agree that each of the parties shall own, have and enjoy, independently of any claim, right, title or interest of the other party, those funds now on deposit in their name alone, whatsoever and wheresoever situate, which are now held by him or her, to dispose of the same as fully and effectually, in all respects and for all purposes as if he or she were unmarried.

9. Husband and Wife acknowledge that they have incurred a joint, deferred principal, loan with North Carolina National Bank in the amount of Five Thousand Dollars (\$5,000.00). To that end, the parties agree that each shall be responsible for one-half (1/2) of said loan, plus one-half (1/2) of the accumulated interest thereon until final payoff and that each party shall remit to said bank directly, or by another reasonable method agreed upon, promptly when due, his/her share of the payment along with one-half (1/2) of any premium due for life insurance coverage in connection therewith until said loan is paid in full. Wife further agrees that her one-half share of said loan shall be paid in full no later than the date of absolute divorce.

Each party shall indemnify and hold harmless the other from any and all claims and liability for greater than one-half (1/2) of the total amount due the aforementioned bank, in principal and interest and premiums due for life insurance coverage related to said loan.

10. Husband agrees to be responsible for any balance owing on his Master Card in the approximate amount of Two Thousand Six Hundred Fifty Dollars (\$2,650.00) and Husband agrees to indemnify and hold Wife harmless from any liability related thereto.

11. Wife agrees to be responsible for any balance still owing on her Master Card in the approximate amount of One

Thousand Sixty-eight Dollars (\$1,068.00) as well as the following:

Shell Oil Account	Approximate Balance	\$248.00
Peebles Store Account	" "	48.00
Hecht Company Account	" "	150.00
Sears Roebuck Account	" "	120.00

and Wife agrees to indemnify and hold Husband harmless from any liability related thereto.

12. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

13. Husband and Wife covenant and agree that each shall pay one-half (1/2) of the attorney's fees arising out of the preparation of this Separation Agreement. In any subsequent divorce action, should one of the parties later bring a complaint for divorce against the other, the parties agree that they shall each pay their own attorney's fees and one-half (1/2) of the master's fees and court costs related thereto.

14. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually

release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

15. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the

amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

It is intended that this Agreement shall revoke and replace all the terms of a marital settlement agreement between the parties dated October 26, 1986, with the exception of a stated six month trial separation period indicated on page one of said Agreement, which provision is intended to be deleted by this Agreement.

16. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

17. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

18. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

19. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinbefore written.


 Witness:  (SEAL)
 SUZEN C. BECKER


 Witness:  (SEAL)
 RAY M. BECKER

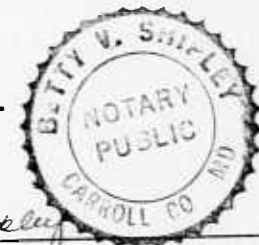
STATE OF MARYLAND, Carroll COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of June, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SUZEN C. BECKER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission Expires July 1, 1990


Notary Public



STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY that on this 15th day of July, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAY M. BECKER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires July 1, 1990

ATTACHMENT IWIFE

Love seat
 Portable stereo
 Two porcelain lamps
 Microwave oven
 Hitachi television set
 VCR/Video Sound Processor
 La-Z-Boy recliner
 One-half kitchen utensils
 One-half new albums
 One-half house plants

HUSBAND

Sleeper Sofa
 Cassette deck
 Compact disc player
 Brass lamp
 Thomas Miller clock
 Sony television set
 Cedar chest
 One-half kitchen utensils
 One-half new albums and
 C.D.'s
 One-half house plants

CHARLES A. SCHMICK : In the
 Plaintiff and Cross-Defendant : Circuit Court
 vs : for
 MORNA H. SCHMICK : Carroll County
 Defendant and Cross-Plaintiff : Case No. CV 1773

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Cross-Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 18th day of December Nineteen Hundred and Eighty-seven, that the above-named Cross-Plaintiff, Morna H. Schmick, be and she is hereby granted an Absolute Divorce from the Cross-Defendant, Charles A. Schmick; and

It is further ADJUDGED and ORDERED that the Agreement by and between the parties hereto dated March 18, 1986 with Addendum thereto dated March 18, 1986 and marked Exhibit A, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Cross-Plaintiff, Morna H. Schmick, pay direct unto the Cross-Defendant, Charles A. Schmick, the sum of \$5,000.00 on or before December 24, 1987, and \$2,500.00 on or before January 31, 1988, in full settlement of any and all claims between them; and

It is further ORDERED that the name of the Cross-Plaintiff, Morna H. Schmick, be and it is hereby changed to Morna H. Conway, her maiden name before her marriage to the Cross-Defendant; and

Filed Dec. 22, 1987

It is further ORDERED that Cross-Plaintiff pay one-half of the total costs of these proceedings, including the Master's fee, and that Cross-Defendant shall pay the remaining one-half thereof.

Paul H. Burns
Judge

LINDA BALLARD	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
CHARLES GRASON BALLARD	*	CARROLL COUNTY
Defendant	*	WESTMINSTER, MARYLAND
	*	Civil No. 3820

J U D G M E N T

The above entitled case having come on for hearing, the parties having appeared with counsel, testimony having been heard and considered, it is this 24 day of DECEMBER, 1987, by the Circuit Court for Carroll County ADJUDGED, ORDERED and DECREED:

1. That LINDA BALLARD, Plaintiff, be, and she is hereby granted an Absolute Divorce from CHARLES GRASON BALLARD, Defendant.
2. That each party be, and they are hereby denied alimony by virtue of his or her express waiver thereof.
3. That the injunctive relief granted by this Court's Order of February 27, 1987 be, and the same is hereby quashed.
3. That the agreement of property settlement spread upon the record be, and it is hereby incorporated herein as follows:
 - a. Each party shall keep the personal property presently in his or her possession, free and clear of any claim by or on behalf of the other, EXCEPT that Plaintiff shall surrender (within thirty days) to Defendant a dry sink and hearth bench presently in her possession.

DEC 14 3 50 PM '87

- 2 -

b. That Plaintiff waives any arrearage of alimony pendente lite accrued under this Court's Order of June 11, 1987.

c. The funds on deposit in the sole name of Defendant, and subject to this Court's Injunction of February 27, 1987 shall be the sole property of Defendant, free of any claim by or on behalf of the Plaintiff.

d. Plaintiff shall pay Defendant the net sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for all of his right, title and interest in and to the improved real estate known as 3199 Falls Road, Hampstead, Maryland 21074, and shall further assume as her sole and separate obligation the outstanding mortgage on said property to Carroll County Bank and Trust Company.

e. Plaintiff shall apply for financing to fund said purchase of Defendant's interest in the improved real estate known as 3199 Falls Road, Hampstead, Maryland 21074 within Five (5) days of November, 12, 1987, and shall provide evidence of said application to Defendant's counsel of record.

f. Defendant shall convey unto Plaintiff all of his right, title and interest in and to the improved real estate nown as 3199 Falls Road, Hampstead, Maryland 21074, and said conveyance shall include the pewter chandelier, range/oven, dishwasher and refrigerator.

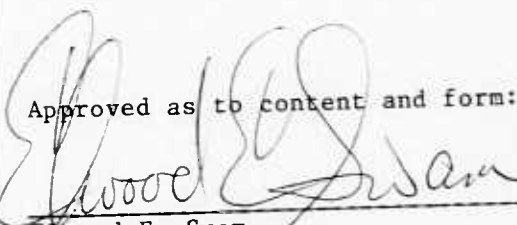
g. Defendant shall vacate the improved real estate known as 3199 Falls Road, Hampstead, Maryland 21074, and remove his possession therefrom on or before the 12th day of December, 1987.

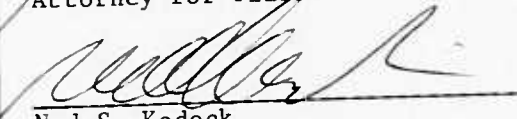
- 3 -

4..That the total costs of these proceedings shall be divided equally between the parties.


Judge

Approved as to content and form:


Elwood E. Swan
Attorney for Plaintiff


Ned S. Kodeck
Attorney for Defendant

LINDA D. ALDER : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
CHARLES E. ALDER, III : CARROLL COUNTY
Defendant : CASE NO. CV4869

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{DECEMBER} 17th day of ~~November~~, 1987, that the Plaintiff, LINDA D. ALDER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, CHARLES E. ALDER, III; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, CHARLES EDWARD ALDER, IV (born August 10, 1970) and JILL SUZANNE ALDER (born February 6, 1975) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of One Hundred Twelve Dollars and Fifty Cents (\$112.50) per month, per child which payments are subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated March 18, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rube K. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD
DEC 16 3 01 PM '87
LARRY J. HUBLEY
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of March, 1987,
by and between CHARLES EDWARD ALDER III ("Husband") and LINDA DARLENE ALDER
("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 26, 1968, in Baltimore County, Maryland. The parties have two children, namely, CHARLES EDWARD ALDER IV (born August 10, 1970) and JILL SUZANNE ALDER (born February 6, 1975), hereinafter referred to as ("Children"). Differences have arisen between the parties and they are now and have been since September 13, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit with the Children at all reasonable times as agreed between the parties.

CHILD SUPPORT

Husband shall pay directly to Wife for the support of the minor Children the sum of One Hundred Twelve Dollars and Fifty Cents (\$112.50) per month, per child, for a total of Two Hundred Twenty-Five Dollars (\$225) per month on the twelfth of every month following the execution of this Agreement. At the time of the sale or conveyance of the marital home, the amount of child support shall increase to Two Hundred Twelve Dollars and Fifty Cents (\$212.50) per child, per

month, for a total of Four Hundred Twenty-Five Dollars (\$425) per month. Support payments with respect to the Children shall terminate upon the first to occur of any one of the following events: arrival at age (18), marriage, death, becoming self-supporting or otherwise emancipated, except that if the Child remains a full-time student past his or her eighteenth (18th) birthday in any High School or College or accredited Institution of higher education, then Husband shall continue the payments for so long as the Child maintains at least a "C" average, but in no event, past the Child's twenty-second (22nd) birthday.

The parties agree to share equally the cost of the Children's college education, including registration, tuition, books, equipment, fees and all other reasonable expenses arising out of or in connection with the Children's college education, except that in no event shall their obligation continue past a Child's twenty-second (22nd) birthday or if the Child becomes otherwise emancipated.

The parties agree that the amount of Child support is subject to increase for the sole reason of the increased cost of living and without necessity of further proof of change of circumstances.

MEDICAL INSURANCE

Wife agrees to maintain the Children on her Health Insurance Policy through her employment for so long as the law permits them to be so covered as dependents.

All medical and dental expenses, eyeglasses, and prescriptions for the Children not covered by medical insurance will be shared equally between the parties, including any applicable deductibles.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Family Law Article Sections 8-201 through 8-213, of the Annotated Code of Maryland, as from time to time amended. This specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass

by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS WAIVER OF ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance upon their marital relationship.

MARITAL HOME

The parties own as tenants by the entireties the real property known as 669 North Gorsuch Road, Westminster, Maryland 21157 (hereinafter, the "Home"). The Home is subject to a joint indebtedness of the parties secured by a lien of a mortgage. Within three (3) years from the date of absolute divorce, the parties agree to list the Home for sale with a real estate broker to be selected by agreement of the parties, or their counsel. Either party shall have the right to accept at any time on behalf of both parties any offer to purchase the Home at a price agreed upon by both parties. Wife may continue to occupy the Home until the closing. Husband shall be responsible for the mortgage payment (including principal and interest), homeowners insurance, tax bill, electric and telephone bills and major repair bills until the settlement on the Home.

Upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sale price (a) any broker's commission, and/or attorney's fees incurred in connection with the sale (b) all expenses of sale and closing costs, (c) the principal, accrued interest and any prepayment penalty due on the mortgage, and (d) all sums paid by Husband since the time of separation of the parties for the mortgage, homeowners insurance, real estate taxes, and major repairs on the Home provided he has fully complied with all provisions of this Agreement.

Nothing in this provision shall be construed as preventing either party from purchasing the other's interest in the Marital Home at one-half the agreed appraisal value of the Home less the current amount of the existing mortgage prior to the listing of the property for sale.

PROPERTY

The parties agree that all tangible personal property and household chattels presently located in the marital home shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, with the exception of Farm Equipment, Gas Engines, and Tools, which shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. These items may remain at Wife's residence until such time as there is a conveyance of the Home. Each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

VEHICLES

Husband agrees to convey to Wife the 1986 Ford Escort presently titled in both names upon her request. Wife agrees to pay the existing loan on the car with Ford Motor Company and to indemnify and hold Husband harmless for same.

Husband shall retain as his sole and separate property, free from all claims of Wife, the 1984 Ford pickup truck titled in his name.

Each party shall maintain his or her own vehicle insurance from the date of this Agreement. Husband agrees to pay Wife one-half (1/2) the amount by which her premium is increased as a result of her maintaining the Children on her vehicle insurance policy for so long as Husband remains liable for either Child's support.

LIFE INSURANCE

Husband shall keep in full force and effect and continue to pay the premiums on his Life Insurance policy with the Carroll County Board of Education, for so long as he is employed there, or a comparable policy with future employers in an amount not less than his annual salary, and with Federal Kemper in the amount of Fifty Thousand Dollars (\$50,000) with the Children named as sole, irrevocable beneficiaries. Husband agrees to keep the policies free of all policy loans, liens and encumbrances. To the extent that Husband fails to comply with these provisions, his estate shall be so charged.

INCOME TAX RETURN

Husband and Wife shall file a joint Federal and State tax return for tax year 1986 if permitted by law and agreeable to both parties. Any refund forthcoming from such tax return shall be divided between the parties according to their respective incomes, and tax liabilities. The amount of such division shall be agreed at the time of preparation of the return and prior to the signing. The costs of the preparation of the return(s) shall be shared equally.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may

have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

LEGAL FEES AND COURT COSTS

Husband and Wife agree to share equally the cost of attorney's fees arising out of the preparation of this Voluntary Separation and Property Settlement Agreement and to divide the Court costs and Master's fees arising out of any uncontested divorce action between them equally. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees, and assigns, and all persons claiming by or through them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

INTERPRETATION

This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

Should any of the provisions of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals this day of March, 1987.

WITNESS:

Charles Edward Alder III (SEAL)
CHARLES EDWARD ALDER III

Linda Darlene Alder (SEAL)
LINDA DARLENE ALDER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 24 day of March, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES EDWARD ALDER III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Nancy M. Roper

Notary Public
NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of March, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LINDA DARLENE ALDER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Notary Public
NOTARY PUBLIC

My Commission Expires: 7/1/90

IN THE CIRCUIT COURT FOR CARROLL COUNTY, MARYLAND

RICHARD ALLEN BURKE :
Plaintiff :
vs. : Case No. CV 4975
BARBARA LEE BURKE :
Defendant :

JUDGMENT OF ABSOLUTE DIVORCE

This cause having come on before the Master for Domestic Relations Causes on the 30th day of December, 1987, and testimony having been heard and considered, it is, thereupon, this 31st day of December, 1987, by the Circuit Court for Carroll County, Maryland,

ORDERED, that the Plaintiff, RICHARD ALLEN BURKE, be and he hereby is granted an absolute divorce from the Defendant, BARBARA LEE BURKE; and it is further,

ORDERED, that all the terms and provisions of the Voluntary Separation and Property Settlement Agreement of the parties dated October 26, 1987, Plaintiff's Exhibit #1, over which this Court has jurisdiction, be and the same hereby are approved by this Court and incorporated (but not merged) into this Judgment by reference; and it is further,

KENNETH B. FOLSTEIN
CHARTERED
ATTORNEY AT LAW
8957-A EDMONSTON ROAD
GREENBELT, MD. 20770
301 982-3080

Filed December 31, 1987

ORDERED, that the Plaintiff, RICHARD ALLEN BURKE, be and he hereby is required to pay the costs of these proceedings as taxed by the Clerk of this Court.

[Signature]
JUDGE

[Signature]
Master for Domestic Relations
Causes
Date: 12-31-87

[Signature]
WALTER D. HESS, III
Attorney for Plaintiff

[Signature]
KENNETH B. FOLSTEIN
Attorney for Defendant

KENNETH B. FOLSTEIN
CHARTERED
ATTORNEY AT LAW
8957-A EDMONSTON ROAD
GREENBELT, MD. 20770
301 982-3080

THIS AGREEMENT, is made and entered into this 26th day of October, 1987, by and between BARBARA LEE BURKE, hereinafter referred to as the "Wife", and RICHARD ALLEN BURKE, hereinafter referred to as the "Husband".

W I T N E S S E T H:

WHEREAS, the parties were legally married to each other on the 10th day of January, 1964, in Baltimore, Maryland, and have since that time lived together as husband and wife until the 12th day of November, 1986; and

WHEREAS, there have been two (2) children born (and none adopted) to the parties as a result of said marriage, to wit: Douglas Charles, born January 29, 1965, and Dennis Allen, born November 19, 1968; and

WHEREAS, certain irreconcilable differences and marital difficulties have arisen between the parties hereto, and as a result thereof, they are now voluntarily living separated and apart by mutual consent, and have been living separate and apart by mutual agreement, since the 12th day of November, 1986, with a common intent not to resume marital relations; and they desire to enter into this Separation Agreement as evidence of such mutual consent and voluntary intention and to further settle with finality their property and marital rights; and

WHEREAS, each of the aforesaid parties is aware of all of the obligations contained herein and each of the said parties understands that the agreements and obligations undertaken and assumed are in satisfaction for all obligations which each of the said parties now has or might hereafter have toward or against the other; and

Pl. Exhibit No. 1

KENNETH B. FOLSTEIN
CHARTERED
ATTORNEY AT LAW
17-A EDMONSTON ROAD
GREENBELT, MD. 20770
301 982-3080

WHEREAS, each party is satisfied that the following provisions of settlement constitute a fair and reasonable adjustment of their property and marital rights.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) lawful money of the United States of America, by each of the parties to the other paid, receipt whereof each duly acknowledges, and in further consideration of the mutual promises, covenants, agreements, and other undertakings herein contained, and for other good and valuable considerations, the parties mutually agree, each with the other, as follows:

1. DIVORCE: The parties agree to proceed for an absolute divorce upon the terms of this Agreement. In the event that either of the parties shall apply for and obtain a divorce from the other, and if consistent with the rules of practice of the Court granting a decree of divorce, the provisions of this Agreement, or the substance thereof, shall be incorporated in the Decree, but notwithstanding such incorporation, this Agreement shall not be merged in such decree but shall in all respects survive the same and be forever binding upon the parties.

2. SEPARATION: The parties, having heretofore mutually agreed to separate and voluntarily to live separate and apart in separate places of abode without any cohabitation and having done so since the 12th day of November, 1986, do hereby expressly agree to continue to do so. Neither of the parties will interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have

any marital relations with the other or to exert or to demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. CHILDREN: The two (2) children born to the parties hereto as a result of this marriage are fully emancipated.

4. HOSPITALIZATION: It is mutually agreed by and between the wife and husband that each party hereto shall be responsible for her or his own hospitalization insurance and each shall be responsible for her or his own hospitalization and/or dental or medical bills not covered by her or his own hospitalization insurance.

5. ALIMONY AND SUPPORT & MAINTENANCE: The Wife hereby waives any and all right to alimony, support and maintenance of herself, and hereby covenants that she will not claim now, nor in the future, any sums of money from the Husband for alimony and/or support and maintenance for herself. Likewise, the Husband hereby waives any and all rights he might have against the Wife for said alimony or support and maintenance of himself, and hereby covenants that he will not claim now or in the future any sums of money from the Wife for alimony and/or support and maintenance for himself. It is the expressed intention of the parties that the provisions of this Agreement are not subject to any Court modification, pursuant to the Family Law Article, Section 8-103(c)(1)(2), of the Annotated Code of Maryland, or otherwise.

6. REAL ESTATE: (a) The parties were the owners, as tenants by the entirety, of real estate located at 5814 Catoclin Overlook Drive, Mt. Airy, Maryland, which has been sold and the proceeds placed in escrow. The parties have used the proceeds to pay off the existing mortgage thereon, and have applied Ten Thousand Dollars (\$10,000.00) to reduce the existing mortgage on 1847 Ridge Road, Westminster, Maryland 21157. The balance of approximately Twenty Three Thousand Dollars (\$23,000.00) has been placed in escrow with Henry Clarke, Jr., Esquire. The parties hereby agree to apply said funds and hereby authorize the Escrow Agent to disburse the funds as follows:

(i) \$15,000.00 to the Wife;

(ii) The balance of approximately \$8,000.00

shall be applied to pay in full the debts plus accrued interest and late charges in the order of priority as is set forth on the "Attachment B", and in the event that the balance of the escrow funds are insufficient to pay all of the indebtednesses so listed, then and in that event, whether any of said debts listed in "Attachment B" is in the name of the Wife, Husband or joint names, then it is agreed that all of the unpaid indebtednesses plus late charges and accruing interest shall be the Husband's sole responsibility to assume and pay in full without any contribution thereto from the Wife, and the Husband agrees to indemnify the Wife therefrom in the event of a default by him.

(b) The Wife shall convey to the Husband, at the Husband's sole cost and expense, all of her interest in their existing house at 1847 Ridge Road, Westminster, Carroll County,

Maryland 21157, at such time as the Wife's liability under the mortgage has been removed, the mortgage refinanced, or the real estate sold. The Husband may assume the existing mortgage if he is able to obtain a novation of the Wife's liability thereon, and the Wife agrees to execute such documents as are necessary to accomplish same. The Husband must obtain the novation within thirty (30) days of this date, or he shall be required to immediately place for sale and sell or refinance the real estate so as to eliminate the Wife's liability. The Husband shall be responsible for all costs related to the transfer. The Husband shall be responsible for any outstanding or overdue mortgage payments, late charges and interest, and the Wife shall assign to the Husband her interest in the mortgage escrow account. The parties agree that it shall be the Husband's sole responsibility, regardless of whether or not the party is actually living in said real estate, to pay the mortgage, insurance, taxes, maintenance and upkeep on the real estate until sold or refinanced by the Husband.

7. AUTOMOBILES: (a) The husband shall retain all of the wife's right, interest, and title to a 1982 Toyota, 1965 Truck, and 1986 leased Ford Van, and the wife agrees to sign any and all papers and titles to effectuate the intent of this paragraph. The husband shall assume the existing loan thereon and agrees to pay each monthly payment thereon, if any, until paid in full, and shall indemnify the wife for any payment she is required to make in the event of the husband's default. The husband agrees and shall refinance the lease on the 1986 Ford Van

so as to eliminate any liability the Wife has thereon, if any, and in the event he is unable to refinance or release the property in his name only, the husband agrees to maintain the lease in proper order and notify the Wife in a timely fashion that he has done so, and shall indemnify the Wife for any payment she is required to make in the event of the Husband's default.

(b) The wife shall retain all of the husband's right, interest, and title to a 1985 Mustang automobile and the husband agrees to sign any and all papers and titles to effectuate the intent of this paragraph. The wife shall assume the existing loan thereon and agrees to pay each monthly payment thereon, if any, until paid in full, and shall indemnify the husband for any payment he is required to make in the event of the wife's default.

8. SAVINGS, RETIREMENT, ETC.: Each party shall retain all savings and checking accounts, stocks, bonds, trusts, investments, certificates, businesses, IRA's, Keogh plans, pension plans, profit-sharing plans, disability and retirement programs, presently titled in that party's name, exclusive of any right, interest or marital right of the spouse in such assets, and each party hereby waives such right or interest in those assets. The Husband shall retain his antique business.

9. PERSONAL PROPERTY: The parties have agreed upon an equitable division of all personal property owned by them jointly or in common. All household furniture, bric-a-brac, and personal property now in possession of the wife or husband shall be her/his sole and separate property entirely. All other personal

property now or heretofore owned by them in each of their respective names shall belong to the party in whose name ownership is registered or stated at the present time, including but not limited to, automobiles, stocks, bonds, promissory notes, bank accounts (savings and checking), certificates of deposit, investments of all kinds, retirement, disability, IRA's, Keough programs, pension plans, and profit-sharing programs, etc. Each party hereby acknowledges that she or he has no claim whatsoever in or to such property belonging to the other and covenants and agrees to execute any further instruments of assurance, conveyances, or releases that may be necessary to establish complete and sole ownership in such property.

10. PERSONAL PROPERTY: The utility stock held jointly by the husband and the children of the parties shall be transferred by the husband to the children solely in the children's names, and he shall, upon executing same, deliver the stock certificates and paperwork to the children.

11. DEBTS: The husband agrees to assume and pay off all debts due and owing by either or both of the parties as set forth on the "Attachment A", except to the extent that any such debts are paid from the escrow account as set forth in Paragraph No. 6 "Real Estate" and the "Attachment B". The husband shall be required to maintain all debts on which the wife has liability in a current manner and to produce to the wife evidence of such upon her request until the debt is paid. In the event that the

husband fails to make any and all necessary payments of any such debts, and the wife is required and does make any payments thereon, then the husband agrees to indemnify the wife thereof. With respect to any bills or debts incurred subsequent to the date separation, these debts or obligations shall be paid by the party who incurred such bills and obligations. Each party shall hold harmless and indemnify the other against any and all liabilities in connection with such bills and debts as he or she is obligated to pay hereafter. From the date of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other.

12. TAXES: It is mutually agreed by and between the wife and husband that each party shall be fully responsible for any and all of her or his own Federal and/or State income taxes and any other individual taxes or charges of whatever kind or nature.

13. ATTORNEY'S FEES AND COURT COSTS: It is mutually agreed by and between the wife and husband that each party shall pay their own attorney fees incurred for the preparation of this Agreement. It is further mutually agreed by and between the wife and husband that any attorney's fees, costs, or charges in connection with any future proceedings between the parties (except for a breach of this Agreement), shall be and remain the sole responsibility of each individual party incurring such expenses.

14. FURTHER ASSURANCES: Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge, and deliver to the other, without further

KENNETH B. FOLSTEIN
CHARTERED
ATTORNEY AT LAW
8957-A EDMONDSTON ROAD
GREENBELT, MD. 20770

301 982-3080

consideration therefor, any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

15. RELEASE: Except for the right, which each of the parties hereby respectfully reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided by this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender, and assign unto the other, his or her heirs, personal representative and assigns, all claims, demands, accounts, and causes of action which either of them may have against the other, and they do hereby further mutually release, waive, surrender, and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest, and claim which said parties might now have or which they may hereafter have as the husband, wife, widow, or widower next-of-kin, successor, or otherwise, in and to any property, real or personal, that either of said parties has or may hereafter have any right, title, claim, or interest, direct or indirect, including any rights of inheritance, dower, statutory thirds, halves, or legal shares of the widow's or widower's right, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or of any right to receive any right or interest whatsoever therein,

KENNETH B. FOLSTEIN
CHARTERED
ATTORNEY AT LAW
8957-A EDMONDSTON ROAD
GREENBELT, MD. 20770

301 982-3080

including the right to administer upon the estate of one so dying, unless either party to this Agreement should include the other as a beneficiary under his or her Last Will and Testament and except for as is otherwise provided by this Agreement or breach thereof.

16. MODIFICATION: No modification or waiver of any of the terms of this Agreement shall be binding or valid unless in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. Said parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instrument and to do any other act or thing that may be necessary or proper to carry into effect any part of this agreement or to release any part of this agreement or to release any dower or other right in any property which either of said parties now owns or hereafter acquires, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

17. MISCELLANEOUS: The Agreement contains the entire agreement between the parties. There are no representations, warranties, promises, or undertakings other than those expressly set forth herein. This Agreement shall be governed and construed by the laws of the State of Maryland, and if any provisions of this Agreement are held to be invalid under such laws, the other such provisions will, nevertheless, continue in full force and effect.

18. The husband and wife agree that all covenants, stipulations, promises, conditions, and provisions of this Agreement shall be obligatory upon the parties hereto, their heirs, executors, administrators, personal representatives, successors, and assigns, or any of them, whether so expressed or not.

19. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

20. LEGAL ADVICE: Each party hereto declares that he or she has been advised that he or she should have independent legal advice by counsel of his or her own selection. Each party hereto declares that he or she has been advised that Kenneth B. Folstein, Chartered, has prepared this Agreement for the wife and has not represented in any way that he is or has been acting on

behalf of the other party. The husband acknowledges that he has not relied on the advice of Kenneth B. Folstein, Chartered, regarding his legal rights or obligations under this Agreement and acknowledges that he has been advised to have independent legal advice by counsel of his own selection regarding this Agreement. That notwithstanding same, the husband had independent legal advice of counsel of his own selection or has waived such independent legal advice of counsel of his own selection. Notwithstanding same, each party hereto fully understands the facts and legal obligations of this Agreement and has been fully informed of all legal rights and liabilities. The parties hereto each regard the terms of this Agreement to be fair, just, and reasonable, and that each signs this Agreement freely and voluntarily without relying upon any representations other than those expressly set forth herein.

21. It is the expressed intention and agreement of the parties that all of the provisions of this Agreement are not subject to any Court modification, pursuant to the Family Law Article, Section 8-103(c)(1)(2), of the Annotated Code of Maryland, or otherwise.

IN WITNESS WHEREOF, and being fully advised of the premises, the parties hereto have subscribed their names and

affixed their seals to four (4) counterparts of this Agreement, each of which shall constitute an original.

Witness

Barbara Lee Burke
BARBARA LEE BURKE

Witness

Richard Allen Burke
RICHARD ALLEN BURKE

I DO SOLEMNLY DECLARE AND AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THE CONTENTS OF THE FOREGOING VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Witness

Barbara Lee Burke
BARBARA LEE BURKE

I DO SOLEMNLY DECLARE AND AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THE CONTENTS OF THE FOREGOING VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Witness

Richard Allen Burke
RICHARD ALLEN BURKE

ATTACHMENT A

1. Commercial Credit (54-82027-82932-9)	\$5,000.00 approx.
2. Equitable Bank Visa/Mastercard (4337-0021-7040-3911)	\$2,100.00 approx.
3. Sovran Visa	\$1,900.00 approx.
4. Burns Aluminium Products (5081030942331)	\$ 667.50 approx.
5. Citibank Choice	\$ 600.00 approx.
6. Dr. Philip M. Schreiber	\$ 269.70 approx.
7. Sears, Roebuck #54-82027-82932-9	\$2,000.00 approx.
8. American Express	\$1,500.00 approx.
9. Amoco Oil	\$ 100.00 approx.
10. Diners	\$6,200.00 approx.
11. Firestone	\$ 154.00 approx.
12. Gulf	\$ 75.00 approx.
13. Hecht	\$ 32.00 approx.
14. Maryland National Bank	\$2,100.00 approx.
15. Mobil	\$ 12.00 approx.
16. Montgomery Wards	Unknown
17. Sears, Roebuck (64-80036-74826-5)	\$ 380.00 approx.
18. Shell	\$ 160.00 approx.
19. Sunoco	\$ 35.00 approx.
20. Texaco	\$ 55.00 approx.
21. Woodward & Lothron	\$ 50.00 approx.
22. Citibank Preferred Visa	\$3,500.00 approx.
23. Citibank Mastercard	\$ 750.00 approx.
24. Sovran Bank NA	\$1,750.00 approx.
25. Chase Advantage Credit	\$1,850.00 approx.
26. IRS	\$400-500.00 Approx.

ATTACHMENT "B"

The undersigned authorize and direct Henry Clarke, Jr., Esquire, to disburse from their escrow accounts totaling, as of September 30, 1987, the total sum of \$22,641.79, the following sums in the following manner:

Total Escrow Balance as of 9/30/87	\$22,641.79
1. To Henry Clarke, Jr., Esquire Escrow Agent	\$ 50.00
2. To Barbara Burke c/o Kenneth B. Folstein, Esquire 8957-A Edmonston Road Greenbelt, Maryland 20770	15,000.00
3. To Commercial Credit c/o Walter Hess, Esquire 196 Pennsylvania Avenue Westminster, Maryland 21157 To settle claim in full with Korn & Sussman	4,000.00
4. Chase Manhattan Visa #4333 0665 2204 8850 Per copy of attached statement	980.00
5. Dr. Philip M. Schreiber Green Valley Center, Route 80 Monrovia, Maryland 21770	269.70
6. IRS Per attached statement	578.00 400.00 <i>BL</i>
7. Equitable Bank #4333 0665 2204 8850 #5262 2465 2204 8850 Per attached statement	1,000.00
8. Citibank Choice #5081030942331 Statement to be provided	200.00
9. Sovran Visa - Joint account Statement to be provided	600.00
10. Burns Aluminum - Balance of Escrow (\$142.00+) #5081030942331 See attached statement	

KENNETH B. FOLSTEIN
CHARTERED
ATTORNEY AT LAW
8957-A EDMONSTON ROAD
GREENBELT, MD. 20770
301 892-3080

Barbara Lee Burke
BARBARA LEE BURKE

Richard Allen Burke
RICHARD ALLEN BURKE

BOOK 32 PAGE 719

RONALD E. DOUGHERTY : In the
Plaintiff : Circuit Court
vs : for
BETTIE RUTH DOUGHERTY : Carroll County
Defendant : Case No. CV 4886

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 28th day of December, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Ronald E. Dougherty, be and he is hereby granted an Absolute Divorce from the Defendant, Bettie Ruth Dougherty; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge K. B. [Signature]
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
Dec 26 3 58 PM '87
LARRY W. SHIPLEY
CLERK

BOOK 32 PAGE 720

ZOA ANN REDMAN : In the
Plaintiff : Circuit Court
vs : for
HOWARD SAMUEL REDMAN, JR. : Carroll County
Defendant : Case No. CV 4811

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED THIS 31st day of December, 1987, that the above-named Plaintiff, Zoa Ann Redman, be and she is hereby granted an Absolute Divorce from the Defendant, Howard Samuel Redman, Jr.; and

It is further ORDERED that the Voluntary Separation Agreement by and between the parties here, dated April 4, 1986 and filed in this cause of action, be and it is hereby incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and the Defendant pay the remaining one-half thereof.

[Signature]
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
Dec 31 10 20 AM '87
LARRY W. SHIPLEY
CLERK

THIS AGREEMENT, made this 4th day of April, 1986, by and between ZOA ANN REDMAN, hereinafter called "Wife", party of the first part, and HOWARD SAMUEL REDMAN, JR., hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on December 27, 1975, in Chestertown, Maryland. No children were born to them as a result of the marriage.

As of this date of this Agreement, the parties mutually agree voluntarily to live separate and apart in separate places of abode without any cohabitation. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agree to separate and from the date of this Agreement voluntarily to live separate and apart in separate places of abode without any cohabitation. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand

PL Exhibit No. 1

any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Husband agrees to carry and keep in force Blue Cross and Blue Shield insurance or its equivalent, as well as Dental Benefit Providers Insurance or its equivalent, on Wife until the date of any Decree of Divorce that may be entered between the parties hereto. Husband further agrees to supply prescription drugs and medicines to Wife as provided under his present medical card No. 214-46-4650X695. * After date of divorce all of the aforementioned medical and dental insurance costs of Wife shall be borne by Wife. ** As long as coverage is provided as an employee benefit to husband and at no additional cost to husband.*

4. Husband and Wife shall be entitled to retain those items of household furniture and property as shown on a list attached hereto and marked Attachment 1 as well as their respective clothing, jewelry and personal effects.

5. Each of the parties with respect to the aforementioned distribution of household furniture and other personal property of the parties hereby transfers and assigns unto the other all of the their respective right, title and interest in and to such household furniture and other personal property in accordance with said distribution.

6. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1986 Toyota Limited Edition automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in Wife's name alone. Wife shall pay the cost, if any, for the transfer of title. Wife further agrees that she will be solely responsible for any and all loans secured by said vehicle and shall indemnify and hold Husband harmless from any and all claims related thereto. Wife to be responsible for her own automobile insurance.

7. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1984 AMC Jeep automobile and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in Husband's name alone. Husband shall pay the cost, if any, for the transfer of title. Husband further agrees that he will be solely responsible for any and all loans secured by said vehicle and shall indemnify and hold Wife harmless from any and all claims related thereto. Husband shall be responsible for his own automobile insurance.

In addition, Wife agrees to transfer and assign unto Husband, all her right, title and interest in and to the John Deer Lawn tractor upon payment in full by Husband of the indebtedness due thereon or upon refinancing thereof by Husband to his name alone ^{after one year of date hereof, 7/18/86 4/3/86 202 4-3-86} the cost of which shall be borne by Husband and Husband agrees to indemnify and hold Wife harmless from any and all claims against Husband made or arising thereunder.

8. Husband and Wife acknowledge and agree that each of the parties shall own, have and enjoy, independently of any claim, right, title or interest of the other party, those funds now on deposit in their name alone, whatsoever and wheresoever situate, which are now held by him or her, to dispose of the same as fully and effectually, in all respects and for all purposes as if she or he were unmarried.

9. The parties own as tenants by the entireties, in fee simple, the following parcels of real property:

A. 1010 Western Chapel Road, Westminster, Maryland (hereafter Westminster Property) having acquired said property by a Deed dated February 22, 1985, and recorded among the Land Records of Carroll County, Maryland, in Liber 894, folio 345.

B. Property located in Kent County with improvements thereon (hereafter Chestertown Property) located in the Fourth Election District and designated as Lot 25 on a Plat of Development known as Foxley Manor as recorded among the Land Records of Kent County, Maryland, in Plat Book W.H.G. No. 1, folio 22.

With respect to the real property owned by the parties, the parties agree as follows:

(1) Husband will, within thirty (30) days of execution of this Agreement, attempt to refinance the Westminster Property in his name alone and if successful, then upon execution by Wife and Husband of the documents necessary to complete said refinancing and at settlement thereof, Husband will pay to Wife the sum of \$1,700.00 in cash or by certified bank check in consideration of Wife's transfer of her interest in said property. Husband shall be responsible for the preparation of any and all documents necessary for the transfer of title to said property and to bear the costs of said transfer, including, but not limited to, the cost of preparing and recording the deed. In the event Husband is unable to secure refinancing of said property, the property is to be listed with a mutually agreed upon, duly licensed real estate broker and upon sale and settlement of said property and after payment of the expenses thereon and the discharge of all liens and encumbrances thereon the net proceeds therefrom, shall be divided equally between the parties. In event the Westminster Property is not sold within the year from listing with a real estate broker, Husband shall himself make all reasonable efforts to sell said property for the best price obtainable and equally divide net proceeds with Wife.

Husband shall have the exclusive right to use said property as his principal residence until the disposition of said

property in accordance with either of the immediately hereinabove mentioned provisions. During the term of Husband's occupancy, Husband agrees to be solely responsible for any and all indebtedness, any and all taxes, and all other public or governmental charges and other charges or private assessments currently levied against the said real property; and Husband agrees to indemnify Wife and hold her harmless for any claim or claims arising thereunder.

It is further agreed by Husband that Wife shall not be obligated to make any contribution toward any Mortgage payment made, or presently due, or for any improvements, maintenance or repair work performed at or on the property, since date of separation.

In event Husband is unable to refinance said real property then Wife shall be responsible for one-half of said mortgage payment, taxes and insurance until said real property is sold. Husband shall make the mortgage, taxes and insurance payments, if said real property is sold, and he will receive a credit at time of settlement for one-half of said payments.

(2) The Chestertown Property shall be held as tenants by the entireties until date of divorce and subject to the existing Contract of Sale dated June 20, 1984, by and between Husband and Wife as Sellers and John A. Woodfield, Jr. and Theresa M. Woodfield, his wife, as Purchasers. Interest payments received in accordance with said Contract of Sale shall be divided equally between Husband and Wife after payment of taxes, insurance and mortgage payments. Husband shall act as agent for both parties in receiving income and disbursing payments.

Upon sale of said real property the proceeds therefrom shall be applied to discharge the existing mortgage as well as

all other liens and encumbrances thereon and to pay the sum of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) to Charles E. Porter or to his estate, if he is deceased, in payment for monies loaned to Husband and Wife by the said Charles E. Porter. The balance of proceeds of sale including any second mortgage received from Sellers in accordance with the Contract of Sale and the proceeds from said second mortgage shall be divided equally by the parties.

10. Husband shall be obligated to personally pay all obligations and accounts incurred by him prior to the execution of this Agreement.

11. Wife shall be obligated to personally pay all obligations and accounts incurred by her prior to the execution of this Agreement.

12. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

Husband shall be responsible for the following credit card accounts:

1. Master card/Visa
2. Sears
3. Apple Company
4. Texaco

Wife shall be responsible for the following credit card accounts:

1. Bambergers
2. Mobile

13. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support and maintenance, whether past, present or future.

14. Simultaneous with the execution of this Agreement, Husband shall pay to Wife's Counsel, the sum of One Hundred Seventy-Five Dollars (\$175.00) as a contribution for legal services rendered or to be rendered to Wife in connection with this Agreement. If a divorce proceeding is brought by either party against the other, Husband agrees to pay one-half (1/2) of Wife's counsel fees incurred in connection therewith, and to pay one-half (1/2) of all the court costs of such proceedings, including any master's fees.

15. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in

this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any claim to any pension, retirement, profit sharing funds or annuities, past, present or future, and including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

16. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

17. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

18. Husband and Wife agree to file joint federal and state income tax returns for each calendar year for which the parties are legally entitled to do so if joint filing would be financially advantageous for both parties. For any year for

which the parties file joint tax returns, the parties shall pay all the taxes due thereon pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, and any refunds shall be equally divided between the parties. The parties will not be required to pay any taxes in excess of those which they would be required to pay if they did not file joint tax returns. Each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions during all years for which joint returns are filed.

19. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

20. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

21. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto
the day and year first hereinbefore written.

Richard Fowler
Witness

Zoa Ann Redman (SEAL)
ZOA ANN REDMAN

Julie R. Keefe
Witness

Howard Samuel Redman, Jr. (SEAL)
HOWARD SAMUEL REDMAN, JR.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of April,
1986, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared ZOA ANN REDMAN,
and made oath in due form of law that the matters and facts set
forth in the foregoing Agreement, particularly with respect to
the voluntary separation of the parties, are true and correct as
therein stated and acknowledged said Agreement to be her act and
deed.

AS WITNESS my hand and Notarial Seal.

Donna L. Felner
Notary Public



STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of April,
1986, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared HOWARD SAMUEL
REDMAN, JR., and made oath in due form of law that the matters
and facts set forth in the foregoing Agreement, particularly with
respect to the voluntary separation of the parties, are true and
correct as therein stated and acknowledged said Agreement to be
his act and deed.

AS WITNESS my hand and Notarial Seal.

Deborah A. Brunner

DEBORAH A. BRUNNER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

Diningroom Furniture
Bedroom Furniture
Roll Top Desk
All Fish Tanks and Stands
1984 AMC Jeep
Old Antique Chest
John Deere Lawn Mower
Kitchen Dishes
New VCR
Livingroom T.V.
Apple II E Computer
All tools
Darkroom Equipment
Men's Gold Clubs
½ pots & pans
Coffemaker
Sterio System
½ flatware in kitchen
Diningroom curtains
Large Kerosun heater
Bedroom Quilt
Bedroom drapes/spread
Antique Milk Can
½ towels
All Furniture in Computer Room

garbage disposal (gift from kids)
gas grill
toaster
small push mower
livingroom furniture/lamps
All my Mothers Antiques
Tiffany Light
1986 Toyota Car
cookbooks (mine)
Washer/Dryer
Kitchen Table
All Pictures / Wall Hangings
Old VCR
Small T.V. (remote)
½ pots & pans
refrigerator
Antique Ice Box Bar
½ towels
My Golf Clubs
Xmas Decorations
Spare Bedroom furniture
Micro-wave
Micro-wave Table
Salad Bowl (large Wooden)
My Mothers Lamps (Bedroom)
Tiffany Hall Light
Crystal Glassware
China Dishes
Oil Lamp Livingroom
Red Kitchen Phone
Butter Cherner
Vaccum Cleaner
Air Conditioners
Silver (Moms)
kerosun heater (small one)
Livingroom Draperies

Howard S. Redman, Jr. Date: 3-22-86
Howard S. Redman, Jr.

Zoa Ann Redman Date: 3-19-86
Zoa Ann Redman

ATTACHMENT "1"

BOOK 32 PAGE 733

CIRO LAVATERO LUBRANO : In the
Plaintiff : Circuit Court
vs : for
SCARLETT W. LUBRANO : Carroll County
Defendant : Case No. CV 4399

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 31st day of December, Nineteen Hundred and Eighty-~~SEVEN~~, that the above-named Plaintiff, Ciro Lavatero Lubrano, be and he is hereby granted an Absolute Divorce from the Defendant, Scarlett W. Lubrano; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Richard K. Bung
Judge

DEC 31 2 15 PM '87
CLERK

BOOK 32 PAGE 734

KAREN MICHELLE GIBSON * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
DALE RONALD GIBSON * CARROLL COUNTY
Defendant * CV 3368
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, KAREN MICHELLE GIBSON, the proceedings were read and considered by the Court:

WHEREUPON it is this 31st day of December, Nineteen Hundred and Eighty-Seven, ORDERED that the above named Plaintiff, KAREN MICHELLE GIBSON, be and she is hereby granted an Absolute Divorce from the Defendant, DALE RONALD GIBSON; and

It is further ORDERED that the Plaintiff, KAREN MICHELLE GIBSON be and she is hereby granted the permanent care and custody of DALE RONALD GIBSON, JR., KEITH AARON GIBSON, and GREGG ALLAN GIBSON; and

It is further ORDERED that the Defendant, DALE RONALD GIBSON shall have reasonable visitation with the minor children; and

It is further ORDERED that the Defendant, DALE RONALD GIBSON shall be charged generally with the support of the minor children; and

It is further ORDERED that the Defendant, DALE RONALD GIBSON, pay the costs of these proceedings.

Richard K. Bung
JUDGE

filed December 31, 1987

PATRICIA ANN MEEKINS
Plaintiff
v.
DONALD GILBERT MEEKINS
Defendant

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* CV 2795
* * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, PATRICIA ANN MEEKINS, the proceedings were read and considered by the Court:

WHEREUPON it is this 31st day of DECEMBER, Nineteen Hundred and Eighty-Seven, ORDERED that the above named Plaintiff, PATRICIA ANN MEEKINS, be and she is hereby granted an Absolute Divorce from the Defendant, DONALD GILBERT MEEKINS; and

It is further ORDERED that the Plaintiff, PATRICIA ANN MEEKINS, be and she is hereby granted the temporary care and custody of HEIDI LYNN MEEKINS, pending receipt of the report of the findings of the Carroll County Department of Social Services's home investigation and study; and

It is further ORDERED that the Defendant, DONALD GILBERT MEEKINS shall have reasonable visitation with the minor child, HEIDI LYNN MEEKINS; and

It is further ORDERED that the Defendant, DONALD GILBERT MEEKINS, shall pay child support in the amount of Fifteen (\$15.00) Dollars per week unto the Plaintiff, PATRICIA ANN MEEKINS, payable through the Bureau of Support Enforcement, Department of Social Services, P.O. Box 800, Westminster, Maryland 21157; and

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Filed Dec. 31, 1987

It is further ORDERED that the party who owes support (Obligor) is in arrears more than thirty (30) days, he or she shall be subject to earnings withholding. The Obligor is required to notify this Court within ten (10) days of any change of address or employment so long as this Order is in effect. Failure to notify the Court of a change of address or employment will subject the Obligor to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in the Obligor's not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the costs of these proceedings be waived.


JUDGE

VALERIE ANN BENNETT	*	IN THE
Plaintiff and	*	CIRCUIT COURT
Cross-Defendant	*	OF MARYLAND
vs.	*	FOR
JAMES D. BENNETT	*	CARROLL COUNTY
Defendant and	*	Case No. CV-1856
Cross-Plaintiff		

JUDGMENT OF DIVORCE

Now upon a hearing before this Court on December 14, 1987, testimony and evidence produced, and a Stipulation presented by the parties, *THIS 31ST DAY OF DECEMBER 1987,*

IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

1. The Plaintiff, Valerie Ann Bennett, is hereby granted an absolute divorce from the Defendant, James Daniel Bennett.

2. The Stipulation presented to the Court is hereby adopted as follows:

(a) The Cross-Complaint of the Defendant is hereby dismissed.

(b) The Plaintiff shall have custody of the child of the parties, namely Robert Thomas Bennett.

(c) The parties mutually waive any and all claims to alimony.

(d) The Defendant shall pay to the Plaintiff the sum of Sixty (\$60.00) Dollars per week as child support for the said child of the parties dating from December 14, 1987,

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Filed Dec. 31, 1987

which child support payments shall be paid through the Bureau of Support Enforcement Agency for Carroll County.

(e) In the event that the Defendant shall accumulate support payments in arrears amounting to more than thirty days, then he shall be subject to earnings withholding.

(f) The Defendant is further required to notify the Court within ten days of any change of address or employment so long as the Support Order set forth herein is in effect.

(g) If the said Defendant shall fail to comply with reference to the prior paragraph herein concerning a change of address or employment, he shall be subject to a penalty not to exceed Two Hundred Fifty (\$250.00) Dollars and he may be subjected to earnings withholding without receiving any notice of such proceeding.

(h) The Defendant agrees to immediately convey to the Plaintiff, the Defendant's interest in and to the real estate owned by the parties located at 2247 Flag Marsh Road in Mt. Airy, Maryland. Plaintiff shall save and hold Defendant harmless from any and all indebtedness thereon.

(i) All property presently in the possession of the parties shall remain the sole and separate property of such parties.

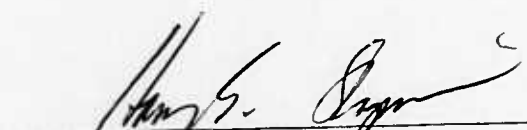
(j) Other than the property referred to herein, the parties hereby waive and relinquish all rights that they might have to marital property under Maryland Law.


(k) All Court costs in the proceeding shall be paid by the Defendant.

(1) A Judgment is hereby rendered against the Defendant and in favor of the Plaintiff for the sum of Ten Thousand (\$10,000.00) Dollars which shall accrue interest on said Judgment under Maryland Law.


JUDGE

APPROVED:


HARRY S. SHAPIRO
Attorney for Plaintiff


V. LANNY HARCHENHORN
Attorney for Defendant

JEFFERY S. OETTER	:	In the
Plaintiff	:	Circuit Court
vs	:	for
REBECCA S. OETTER	:	Carroll County
Defendant	:	Case No. CV 4084


JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16th day of DECEMBER, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Jeffery S. Oetter, be and he is hereby granted an Absolute Divorce from the Defendant, Rebecca S. Oetter; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated June 4, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.


Judge

Filed Dec. 17, 1987

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 4th day of June, 1986, by and between JEFFREY S. OETTER, hereinafter referred to as the "Husband", and REBECCA SUE OETTER, hereinafter referred to as the "Wife",

WITNESSETH, that whereas the parties hereto are now Husband and Wife, having been legally married by a religious ceremony in Robertson County, Tennessee on August 19, 1985, and

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live and remain separate and apart, and have lived and continue to live separate and apart since April 19, 1986, and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, and to that end this Agreement is executed and delivered.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties do fully and voluntarily agree as follows:

1. That the parties agree that they have voluntarily agreed to separate and have in fact separated on the 19th day of April, 1986, and that separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective

Pl. Exh. No. 1

way as fully and to the same extent as if they had never been married to each other.

2. That there were no children born as the result of this marriage between the parties hereto.

3. Each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, to obtain a Decree of Divorce; and it is hereby expressly agreed that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and does hereby release the other from any charge or liability from his or her counsel fees.

4. All tangible personal property located at the Husband's residence shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife, with the exception of the automobile mentioned hereinbelow in Paragraph 5.

All tangible personal property located at the Wife's residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband, with the exception of the automobile mentioned hereinbelow in Paragraph 5.

5. With respect to the 1985 Plymouth station wagon automobile presently titled in both the Husband's and the Wife's names, the Wife hereby transfers and assigns unto the Husband, all of her right, title and interest in and to the said automobile, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name only. Husband shall pay the cost, if any, for the transfer of title. Husband agrees to assume the payments for said automobile

and to indemnify the Wife from any and all liability in connection therewith.

6. Except as otherwise provided in this Agreement, each party shall retain as his or her sole and separate property any motor vehicle, stocks, bonds, or other securities, savings and checking accounts, certificates of deposit, money market funds, pensions, profit sharing plans, individual retirement accounts, deferred compensation of any kind and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

7. The Husband does hereby agree that simultaneously with the execution of this Voluntary Separation and Property Settlement Agreement, he will pay unto the Wife the sum of \$363.50 (Three Hundred Sixty-three Dollars and Fifty Cents) which represents one-half of the Federal Income Tax Refund as filed jointly for the year 1985; said refund being in the amount of \$727.00.

8. The Wife does hereby relinquish all of her present and future right, title and interest in and to any and all benefits formerly derived from the Husband's affiliation with the Armed Forces of the United States of America and the Wife does hereby also agree to save and hold harmless the Husband from any and all present, past and future claims upon said benefits.

9. Each party hereby waives any and all claims which they may have past, present, and future, to alimony, support and maintenance, both pendente lite and permanent.

10. The Husband does hereby agree and covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by the Husband.

The Wife does hereby agree and covenant and agree not to

contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore and hereafter contracted by the Wife.

11. Subject only to any provisions contained to the contrary, the Husband and Wife hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they pre-decease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not ever married.

12. This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland, and in the event that any of the provisions of this Voluntary Separation and Property Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of the Agreement and said provi-

visions shall continue in full force and effect.

13. The parties hereto and each of them shall, upon request execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

14. In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint each other to be his or her ture, sufficient and lawful attorney, for him or her, in his or her name, place and stead, to execute, acknowledge and deliver according to Law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

15. Except as otherwise provided herein, each of the parties hereto, himself or herself and his or her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award

(5)

as an adjustment of equities and rights of the parties concerning marital property, if any.

16. Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement, without relying upon any representations other than those expressly set forth herein. Each has had independent legal advice concerning this Voluntary Separation and Property Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

And further, each of the parties hereto declares that he or she fully understands the terms and provisions of the Agreement, that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto and each party recognizes that all of the terms of this Agreement are written herein and that no other terms of any agreement shall be binding upon the parties except as hereinbefore stated.

17. This Agreement shall endure unto and be binding upon the heirs, devisees, legatees and personal representatives and assigns of the parties hereto.

WITNESS THE HANDS AND SEALS of the parties.

Christie D. Otter
Witness

Kaye Seale
Witness

Jeffery S. Otter (SEAL)
JEFFERY S. OTTER, Husband

Rebecca S. Otter (SEAL)
REBECCA S. OTTER, Wife

(6)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 4th day of June, 1986, before me, the subscriber, a Notary Public in and for the State and County as aforesaid, personally appeared JEFFREY S. OETTER, to me known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes contained therein.



Notary Public

Commission Expires: 7/1/86

STATE OF Kentucky, COUNTY OF Chestnut, to wit:

I HEREBY CERTIFY, that on this 16th day of September, 1986, before me, the subscriber, a Notary Public in and for the State and County as aforesaid, personally appeared REBECCA S. OETTER, to me known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes contained therein.

Mary Susan Oetter
Notary Public

My Commission Expires: May 30, 1987

THOMAS L. COOK	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ROBBINETTE T. COOK	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4259

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 6th day of JANUARY, 1988, that the Plaintiff, THOMAS L. COOK, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, ROBBINETTE T. COOK; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, THOMAS L. COOK, JR. (born September 3, 1976) and ERIC JAMES COOK (born September 12, 1977) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff, pay unto the Defendant as child support the sum of Twenty-Five Dollars (\$25.00) per week, per child, which payments are subject to the further Order of this Court and subject to the following provisions of law:

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CIRCUIT COURT
CARROLL CO., MD
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LARRY W. CHURLEY
CLERK

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 28, 1984 and the Addendum thereto dated November 3, 1987, both filed in this case, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, ROBBINETTE TERRY DORSEY; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

John H. Burns JUDGE

SEPARATION AGREEMENT

THIS AGREEMENT, made this 28 day of December, 1984, by and between THOMAS L. COOK, residing in Maryland and hereinafter referred to as Husband and ROBBINETTE T. COOK, residing in Maryland, and hereinafter referred to as Wife.

WITNESSETH:

WHEREAS, the parties hereto were married on August 17, 1975 in a civil ceremony in Howard County, Maryland, and as a result of this marriage there were two (2) children born, namely Thomas Cook, born September 3, 1976 and Eric Cook, born September 12, 1977.

WHEREAS, in consequence of disputed and unhappy differences which have arisen between the parties, the said parties have voluntarily and mutually agreed to live separate and apart, and are now and since January 7, 1985, have been living separate and apart, and

WHEREAS, the parties being irreconcilably estranged, and there being no probability or a reconciliation between them, it is their desire to effect a fully, final and complete settlement of their respective property rights.

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, and other good and valuable considerations, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties have been and shall at all times hereafter continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on, and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit and to conduct his or her personal and social life as freely and fully as if he or she were unmarried. The parties shall not annoy, molest, or otherwise interfere with each other, nor shall either of them compel or attempt to compel the other to cohabit with him or her by any means whatever.

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12/29/84

2. DIVISION OF FURNITURE AND FURNISHINGS

The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, all furniture, household goods and furnishings of the marriage except the Husband shall own, have and enjoy, independent of any claim or right of the Wife, two (2) string art pictures, wooden plaque and two (2) crocheted pillows. The parties further agree that each shall own, have and enjoy, independent of any claim or right of the other, all wearing apparel, personal ornaments and other personal property belonging to the parties and now in their possession, custody or control.

3. DEBTS

The parties further agree that the Husband shall be fully responsible for Finance One of Westminster and Associates Finance Company.

4. CUSTODY AND SUPPORT

It is hereby agreed that it is in the best interest of the Children that the Wife shall have the care, custody and control of the parties' minor children. The Husband desires to have no visitation right at this time. The parties further agree that the Husband shall pay to the Wife the sum of \$25.00 per week per Child for support and maintenance.

5. MUTUAL WAIVER OF ALIMONY

The parties further agree that the Wife and the Husband both hereby voluntarily waive any and all right to alimony, support and maintenance for herself and himself, counsel fees, suit money, costs or other related expenses, and that the Wife and Husband hereby covenant that neither of them will claim now or in the future any sums from the other for alimony or support and maintenance for herself and himself.

6. HEALTH INSURANCE

The Husband shall maintain health insurance coverage at his place of employment, or will carry Blue Cross/Blue Shield, or some other comparable hospitalization insurance should he leave his place of employment, providing coverage for the Wife until such time as a divorce is finalized, and for the minor Children for such time as he is responsible for their support and maintenance.

7. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Each party hereby waives, release and relinquishes unto the other all

rights or claims of dower, curtesy, descent inheritance, distributions and all other rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired, and each will, upon request of his or her spouse, execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs and assigns, or to anyone else designated by the other spouse, his or her heirs, or assigns or personal representatives, or will join, upon request, with the spouse or his or her heirs and assigns, in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

8. MISCELLANEOUS

a. Except as otherwise provided herein, each of the parties hereto, for himself or herself and his or her respective heirs, personal representative and assigns, release all claims, demands and interests arising under the Marital Property Act, subtitle 6A of Title 3 of the Courts and Judicial Proceedings Article of the Laws of Maryland, including but not limited to any claim to use and possession of the family home, if any, any claim to use and possession of the family use personal property, if any, any claim to marital property, if any, and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

b. No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed in the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

c. Each party shall, at any time, and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

d. This agreement contains the entire understandings of the parties. There are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein.

e. Each party hereto declares that she or he has read the foregoing Separation and Property Settlement Agreement, and that he or she has had the right to independent legal advice by counsel of his or her selection,

that each fully understands the facts and has been fully informed of his or her rights and liabilities and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement.

Witness:

Elizabeth C. Mollenrich 12/28/84
as to Husband Date

Thomas L. Cook
THOMAS L. COOK

Robbinette T. Cook 12/28/84
as to Wife Date

Robbinette T. Cook
ROBBINETTE T. COOK

STATE OF MARYLAND,

COUNTY OF , ss:

On this 28th day of December, 1984, before me, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS L. COOK, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this documents are true and correct and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



Elizabeth C. Mollenrich
Notary Public

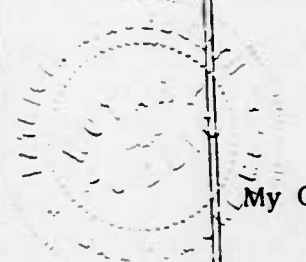
Commission expires: July 1, 1986

STATE OF MARYLAND,

COUNTY OF BALTIMORE, ss:

On this 28th day of December, 1984, before me, a Notary Public, in and for the State and County aforesaid, personally appeared ROBBINETTE T. COOK, personally known or made known to me to be the Wife who executed the foregoing instrument and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes named therein.

WITNESS My hand and seal.



Elizabeth C. Mollenrich
Notary Public

My Commission expires: 7/1/86

ADDENDUM TO SEPARATION AGREEMENT

THIS ADDENDUM, made this 3rd day of November, 1987, by and between Thomas L. Cook, hereinafter referred to as "Husband", and Robbinette T. Cook, hereinafter referred to as "Wife".

WHEREAS, the parties hereto have previously executed a Voluntary Separation and Property Settlement Agreement dated January 3, 1985; and

WHEREAS, said parties have mutually decided to change particulars of said Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and certain concessions by both parties as to other terms of the aforementioned Voluntary Separation and Property Settlement Agreement, it is the parties' intention that said Voluntary Separation and Property Settlement Agreement be and is hereby amended in the following respects:

FIRST: The Voluntary Separation and Property Settlement Agreement dated January 3, 1985, except as hereinafter amended, is continued in full force and effect by the parties as their agreement and the terms thereof, except as hereinafter provided, shall continue to be binding on each party, his or her heirs, personal representatives and assigns.

SECOND: Paragraph Four of said Agreement entitled "Custody and Support" shall be deleted and in its place shall be inserted the following:

CUSTODY, VISITATION AND SUPPORT - Wife shall have the care and custody of the minor children of the parties hereto with the rights and privileges unto Husband to visit with and have

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12/28/87

said children with him at all reasonable times, it being the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the children. Wife shall cooperate to the fullest extent possible to effectuate this intent.

Husband shall pay unto Wife for the support, maintenance, education and general welfare of the infant children the sum of \$25.00 per week per child. Said payments shall be made to the Carroll County Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157. Wife acknowledges that she is currently receiving financial assistance from the Carroll County Department of Social Services and that she has assigned all her support rights to that agency. The parties agree that at such time as wife shall cease receiving assistance from such agency and at such time as the assignment of support is terminated, Husband shall pay to Wife through the Bureau of Support Enforcement the sum of \$35.00 per week per child for the support, maintenance, education and general welfare of said children, accounting from the effective date of the termination of the assignment of support rights to that agency. Should Wife thereafter assign her support rights to any agency Husband's support obligation shall automatically be reduced to \$25.00 per week per child. Husband's obligation to pay support for said children shall cease and terminate upon the first to occur of any one of the following events as to each child: (a) arrival at age 18; (b) marriage; (c) becoming self supporting; or (d) death of said child or husband.

Husband's visitation rights shall include at a minimum: (a) every other weekend from Saturday at 4:00 p.m. until Sunday at 7:00 p.m. Weekend visitation shall be expanded to Friday at 4:00 p.m. until Sunday at 7:00 p.m. at such time as Husband shall no longer be required to work as an employee of the U.S. Postal Service on Saturdays; (b) Father's Day from 10:00 a.m. until 8:00 p.m.; (c) alternating holidays which shall include Thanksgiving, Christmas Eve, Christmas, New Year's Day, Easter, Memorial Day, Fourth of July, and Labor Day. Said holiday visitation schedule shall commence with Thanksgiving of 1987 when said children shall be with Wife; (d) two weeks during the summer which shall coincide with Husband's vacation.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Witness: Michael D. Galloway Thomas L. Cook
Robbinette T. Cook

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 3rd day of November, 1987, a Notary Public in and for the State and County aforesaid, personally appeared Thomas L. Cook, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Separation Agreement are true and correct as therein stated and acknowledged said Addendum to be his voluntary act and deed.

As witness my hand and Notarial Seal.



Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of October, 1987, a Notary Public in and for the State and County aforesaid, personally appeared Robbinette T. Cook, and made oath in due form of law that the matters and facts set forth in the foregoing Addendum to Separation Agreement are true and correct as therein stated and acknowledged said Addendum to be her voluntary act and deed.

As witness my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/90

PATRICIA KAY
Plaintiff
v.
RAPHAEL GREGORY
Defendant

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* CV 4339
* * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, PATRICIA KAY, the proceedings were read and considered by the Court:

WHEREUPON it is this 6th day of January, Nineteen Hundred and Eighty ~~Seven~~ ^{Eight} ORDERED that the above named Plaintiff, PATRICIA KAY be and she is hereby granted an Absolute Divorce from the Defendant, RAPHAEL GREGORY; and

It is further ORDERED that the Plaintiff, PATRICIA KAY be and she is hereby granted the custody of the minor child, AYISHA MONIQUE GREGORY; and

It is further ORDERED that the Defendant, RAPHAEL GREGORY shall have reasonable visitation with the minor child, AYISHA MONIQUE GREGORY; and

It is further ORDERED that the Defendant, RAPHAEL GREGORY shall be generally charged with the support of the minor child, AYISHA MONIQUE GREGORY; and

It is further ORDERED that the Defendant, RAPHAEL GREGORY, pay the costs of these proceedings.

RECEIVED IN
CIRCUIT COURT
CARROLL CO. MD

JAN 6 9 53 AM '88

LARRY R. SHIPLEY
CLERK

John H. Burns
JUDGE

BOOK 32 PAGE 759

SHARON L. AYSCUE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JON K. AYSCUE	:	Carroll County
Defendant	:	Case No. CV 4397

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 6th day of January,
Nineteen Hundred and Eighty-~~seven~~^{eight}, that the above-named Plaintiff,
Sharon L. Ayscue, be and she is hereby granted an Absolute Divorce
from the Defendant, Jon K. Ayscue; and

It is further ADJUDGED and ORDERED that the Plaintiff, Sharon L.
Ayscue, be and she is hereby awarded the guardianship and custody
of Robin Ayscue and Susannah Lynn Park Ayscue, the minor children
of the parties hereto, with the right unto the Defendant, Jon K.
Ayscue, to visit said children at reasonable times and under proper
circumstances; all subject, however, to the continuing jurisdiction
of this Court; and

It is further ADJUDGED and ORDERED that the Post-Nuptial Settle-
ment Agreement by and between the parties hereto, dated November 30,
1987 and filed in this cause of action, be and it is hereby approved
and made a part hereof as if fully set forth herein; and

It is further ADJUDGED and ORDERED that the matter of child
support be and it shall be pursuant to Paragraphs 5 and 6 of said
Agreement, subject to the further Order of this Court; and

RECEIVED IN
CIRCUIT COURT
CARROLL COUNTY, MD.
JAN 6 5 50 AM '88
CLERK

BOOK 32 PAGE 760

It is further ORDERED that this Order constitutes an immediate
and continuing withholding order on all earnings due the Defendant
on and after the date of this Order, subject to the conditions set
forth in Annotated Code of Maryland, Family Law Article, Section
10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support
payment arrears amounting to more than 30 days of support, he shall
be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court
within 10 days of any change of address or employment as long as this
support order is in effect, and failure to comply will subject him
to a penalty not to exceed \$250.00 and may result in his not re-
ceiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Defendant pay the costs of
these proceedings.

Ruth H. Burns
Judge

POST-NUPTIAL SETTLEMENT AGREEMENT

THIS AGREEMENT, MADE THIS 30th DAY OF NOVEMBER, 1987, BY AND BETWEEN SHARON AYSCUE, HEREINAFTER CALLED "WIFE", PARTY OF THE FIRST PART, AND JON AYSCUE, HEREINAFTER CALLED "HUSBAND", PARTY OF THE SECOND PART.

EXPLANATORY STATEMENT

THE PARTIES WERE MARRIED IN A RELIGIOUS CEREMONY ON JANUARY 16, 1971, IN CLARKSBURG, WEST VIRGINIA. ONE CHILD WAS BORN TO THEM AS A RESULT OF THE MARRIAGE, NAMELY: ROBIN AYSCUE, WHOSE BIRTH DATE IS AUGUST 24, 1978. ONE CHILD WAS ADOPTED BY THEM, NAMELY: SUSANNAH AYSCUE, WHOSE DATE OF BIRTH IS JULY 18, 1982.

FOR CAUSES ARISING PRIOR HERETO, THE PARTIES ARE NOT NOW LIVING AS MAN AND WIFE. ON OR ABOUT JULY 11, 1987, THE HUSBAND LEFT THE FAMILY HOME AND SINCE THAT TIME THE PARTIES HAVE LIVED IN SEPARATE PLACES OF ABODE, WITHOUT ANY COHABITATION, AND THEY HAVE CONTINUED TO DO SO.

WITHOUT WAIVING ANY GROUND FOR DIVORCE WHICH EITHER OF THEM MAY NOW OR HEREINAFTER HAVE AGAINST THE OTHER, THE PARTIES DEEM IT IN THEIR BEST INTEREST TO ENTER INTO THIS AGREEMENT, SO AS TO SETTLE THEIR RESPECTIVE PROPERTY RIGHTS AND ALL OTHER MATTERS GROWING OUT OF THE MARITAL RELATION.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS OF EACH OF THE PARTIES, THEY DO HEREBY COVENANT AND AGREE WITH EACH OTHER AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS AS FOLLOWS.

AGREEMENT

1. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER BY EITHER OF THE PARTIES OF ANY GROUNDS FOR DIVORCE WHICH EITHER OF THEM MAY NOW OR HEREAFTER HAVE AGAINST THE OTHER.

2. THE PARTIES SHALL CONTINUE TO LIVE SEPARATE AND APART, IN SEPARATE PLACES OF ABODE, WITHOUT ANY COHABITATION AS THEY HAVE DONE SO SINCE ON OR ABOUT JULY 11, 1985. BOTH PARTIES SHALL AGREE NOT TO INTERFERE WITH OR TO MOLEST THE OTHER, OR TO ENDEAVOR IN ANY WAY TO EXERCISE ANY MARITAL CONTROL OR RIGHT OVER THE OTHER, OR TO HAVE MARITAL RELATIONS WITH THE OTHER. EACH PARTY SHALL BE FREE TO GO HIS OR HER OWN RESPECTIVE WAY AS FULLY, AND TO THE SAME EXTENT AS IF THEY HAD NEVER BEEN JOINED IN MATRIMONY.

3. BECAUSE BOTH PARTIES ARE GAINFULLY EMPLOYED AND CAPABLE OF FULLY SUPPORTING THEMSELVES, THE PARTIES AGREE TO WAIVE ALL CLAIMS THEY MIGHT HAVE FOR ALIMONY OR SPOUSAL SUPPORT.

1.

Pl. Exhibit No. 1

THE PARTIES ACKNOWLEDGE AND AGREE THAT NO COURT MAY MODIFY THIS WAIVER OF ALIMONY, OR SUPPORT PAYMENT PROVISION. FURTHER, THE PARTIES AGREE THAT ANY PARTY WHO MAKES A CLAIM THAT THIS PROVISION IS VOID OR FILES A PETITION IN ANY COURT OF COMPETENT JURISDICTION REQUESTING A MODIFICATION OF THIS PROVISION, SHALL BE RESPONSIBLE TO PAY THE OTHER PARTY'S ATTORNEY FEES AND ANY COURT COSTS RESULTING FROM THE CLAIM OR THE FILING OF SAID PETITION.

4. THE WIFE SHALL HAVE SOLE CUSTODY OF THE MINOR CHILDREN OF THE PARTIES. THE HUSBAND SHALL HAVE LIBERAL VISITATION RIGHTS, WITH THE FOLLOWING VISITATION SCHEDULE AS A MINIMUM:

THE HUSBAND SHALL HAVE THE RIGHT AND PRIVILEGE TO VISIT WITH AND HAVE SAID CHILDREN WITH HIM AT ALL REASONABLE TIMES; PROVIDED, HOWEVER, THAT THE EXERCISE OF VISITATION PRIVILEGES BY THE HUSBAND SHALL NOT CONFLICT NOR INTERFERE WITH BONA FIDE PLANS PREVIOUSLY MADE FOR THE CHILDREN'S ACTIVITIES, AND ALL SUCH VISITATION SHALL BE EXERCISED WITH DUE REGARD FOR THE HEALTH AND GENERAL WELFARE OF SAID CHILDREN. IT IS THE INTENTION OF THE PARTIES THAT THE HUSBAND'S VISITATION SHALL BE LIBERALLY ALLOWED BUT WITHOUT FORCING SAID CHILDREN.

AS A MINIMUM, THE HUSBAND SHALL HAVE VISITATION EVERY OTHER WEEKEND, BEGINNING ON FRIDAY EVENING AFTER HIS NORMAL WORKING HOURS, AND ENDING SUNDAY EVENING PRIOR TO THE CHILDREN'S NORMAL BEDTIMES. IF ANY CHILD HAS PLANNED AN EVENT WHICH WOULD INTERFERE WITH THIS SCHEDULE, THE WIFE SHALL COMMUNICATE SUCH PLANS TO THE HUSBAND AT LEAST 24 HOURS PRIOR TO THE REGULARLY SCHEDULED VISITATION. IF SUCH PLANS PREVENT THE HUSBAND FROM HAVING A CHILD AT THE NORMAL PICK-UP TIME FOR THE VISITATION, THE WIFE SHALL TRANSPORT THE CHILD OR CHILDREN TO THE HUSBAND AS SOON AS POSSIBLE AFTER THE CONFLICTING EVENT IS COMPLETED.

THE HUSBAND SHALL HAVE VISITATION EVERY THANKSGIVING DAY, AND THE CHILDREN WILL REMAIN WITH THE WIFE EVERY CHRISTMAS DAY. SAID THANKSGIVING VISITATION SHALL INCLUDE ONE OVERNIGHT, EITHER ON THANKSGIVING EVE OR ON THANKSGIVING.

IN ADDITION, THE HUSBAND SHALL HAVE VISITATION ON EVERY OTHER HOLIDAY FOR THE FOLLOWING HOLIDAYS: NEW YEARS EVE, SPRING ACADEMIC VACATION, EASTER, MEMORIAL DAY, JULY 4th AND LABOR DAY. SPRING ACADEMIC VACATION HOLIDAY SHALL BE FOR FIVE WEEK DAYS PLUS ONE WEEKEND ONLY, THE WEEKEND TO BE EITHER AT THE BEGINNING OR AT THE END OF THE FIVE WEEK DAYS. VISITATION SHALL INCLUDE ONE OVERNIGHT, EITHER THE NIGHT BEFORE OR THE NIGHT OF THE HOLIDAY, EXCEPT THAT SPRING ACADEMIC VACATION SHALL INCLUDE FIVE CONSECUTIVE OVERNIGHTS.

5. BOTH THE HUSBAND AND WIFE SHALL BE GENERALLY RESPONSIBLE FOR THE FINANCIAL SUPPORT OF THE PARTIES' MINOR CHILDREN. HOWEVER, IT IS AGREED THAT THE FATHER SHALL PAY TO THE WIFE \$1,124.66 PER MONTH CHILD SUPPORT.

IT IS AGREED THAT THE HUSBAND AND WIFE WILL RECALCULATE AND ADJUST

2.

NEGLECT OR INTENTIONAL DAMAGES.

E. EACH PARTY SHALL REMAIN RESPONSIBLE FOR THE MORTGAGE, TAXES, INSURANCE OR OTHER CHARGES INCIDENT TO JOINT OWNERSHIP OF THE FAMILY HOME. WHETHER THE HOME IS SOLD IN ACCORDANCE WITH SECTION 7.A., 7.B., OR 7.C., IF ANY PARTY PAYS OR HAS PAID THE OTHER PARTY'S SHARE, OR PORTION THEREOF, FOR THE MORTGAGE, TAXES, INSURANCE OR OTHER CHARGES OR REASONABLY NECESSARY MAJOR REPAIRS, THE OTHER PARTY SHALL REIMBURSE THE PAYING PARTY FROM THEIR SHARE OF THE PROCEEDS OF THE SALE OF THE HOME AT THE TIME OF THE SALE.

8. THE PARTIES AGREE THAT THEY WILL MAKE NO CLAIMS ON THE OTHER'S DISABILITY, PENSION, OR RETIREMENT BENEFITS FOLLOWING THEREFROM, WHENEVER PAYABLE, AND HEREBY EXPRESSLY WAIVE THEIR RIGHTS TO SAID BENEFITS, IN FAVOR OF THE OTHER PARTY.

9. THE PARTIES AGREE THAT WITH THE EXCEPTIONS NOTED BELOW, ALL PERSONAL PROPERTY IN THE POSSESSION OF THE PARTIES SHALL BE MAINTAINED BY THAT PARTY AND THAT THERE SHALL BE NO FURTHER DISTRIBUTION OR EXCHANGE OF PERSONAL PROPERTY BETWEEN THE HUSBAND AND WIFE. THE PARTIES MUTUALLY AGREE THAT ALL JOINT ACCOUNTS AND DEBTS HAVE HERETOFORE, BY MUTUAL AGREEMENT BEEN DISPOSED OF AND DIVIDED TO THE SATISFACTION OF BOTH PARTIES AND THAT NEITHER SHALL CLAIM OR HAVE ANY RIGHT, TITLE OR INTEREST IN NOR OBLIGATION TO PAY ANY DEBT OR ACCOUNT NOW OWNED BY THE PARTIES AND THAT THE PARTIES WILL BE RESPONSIBLE FOR ALL OTHER DEBTS CONTRACTED IN THEIR OWN NAMES AND HOLD THE OTHER HARMLESS FOR SAME. THE PARTIES AGREE TO EXECUTE AND DELIVER ANY TITLES OR OTHER DOCUMENTARY EVIDENCE OF OWNERSHIP TO THE OTHER PARTY AS REQUIRED TO CARRY OUT THIS DISTRIBUTION OF PROPERTY.

A. WITH THE FOLLOWING EXCEPTIONS, ALL PERSONAL PROPERTY THAT IS PRESENTLY IN THE FAMILY HOME SHALL BECOME THE SOLE PROPERTY OF THE WIFE:

1. THE HUSBAND'S CLOTHING.
2. THE HUSBAND'S MECHANIC'S TOOLS.
3. AMATEUR RADIO EQUIPMENT AND ELECTRONIC REPAIR EQUIPMENT.
4. PHOTOGRAPHY EQUIPMENT.
5. THE HUSBAND'S BOOKS.

B. THE FOLLOWING ITEMS SHALL BECOME THE SOLE PROPERTY OF THE HUSBAND:

1. 1977 VOLKSWAGEN SCIROCCO.
2. 1968 CHEVROLET CHEVELLE.
3. 1982 CATALINA SAILBOAT. THE HUSBAND ASSUMES RESPONSIBILITY FOR ANY REMAINING PAYMENTS ON THE SAILBOAT.

5.

POSSESSION OF THE FAMILY USE PERSONAL PROPERTY LOCATED IN THE FAMILY HOME.

SAID USE AND POSSESSION IS SUBJECT TO THE FOLLOWING CONDITIONS, AND BY MUTUAL AGREEMENT OF THE PARTIES IS NOT SUBJECT TO STATUTORY TIME LIMITATIONS:

A. AT THE TIME THAT THE WIFE REMARRIES, OR WHEN THE HUSBAND TAKES SOLE CUSTODY AND POSSESSION OF THE PARTIES' CHILDREN, OR WHEN THE PARTIES' YOUNGEST CHILD REACHES 19 (NINETEEN) YEARS OF AGE, WHICHEVER OCCURS FIRST, THE FAMILY HOME SHALL BE SOLD AND THE NET PROCEEDS EQUALLY DIVIDED BETWEEN THE PARTIES. THE NET PROCEEDS SHALL BE THE GROSS SALE PRICE, LESS ANY SALES COMMISSIONS, AND CLOSING COSTS THAT THE SELLERS ARE OBLIGATED TO PAY UPON THE SALE. EACH PARTY SHALL BE RESPONSIBLE TO PAY ANY INCOME TAXES ATTRIBUTABLE TO THEM INDIVIDUALLY FROM THEIR RESPECTIVE NET PROCEEDS.

B. IF THE WIFE DECIDES NOT TO RESIDE IN THE FAMILY HOME, THE FAMILY HOME SHALL BE SOLD AND THE NET PROCEEDS AS DEFINED IN SECTION 7.A. HEREIN, EQUALLY DIVIDED BETWEEN THE PARTIES.

C. AT ANY TIME PRIOR TO SALE OF THE FAMILY HOME AS REQUIRED BY SECTION 7.A. OR 7.B. HEREIN, THE WIFE HAS A FIRST OPTION TO PURCHASE THE HUSBAND'S INTEREST IN THE FAMILY HOME, AND THE HUSBAND HAS A SECOND OPTION TO PURCHASE THE WIFE'S INTEREST IN THE FAMILY HOME. THE FAIR MARKET VALUE SHALL BE DETERMINED BY AN APPRAISER SELECTED AND PAID FOR BY BOTH THE PARTIES. IF EITHER PARTY OBJECTS TO THE FAIR MARKET VALUE DETERMINED BY THIS APPRAISER, THEN THE OBJECTING PARTY SHALL SELECT A SECOND APPRAISER TO PERFORM AN INDEPENDENT APPRAISAL AT THE OBJECTING PARTY'S EXPENSE. IF THE SECOND APPRAISED VALUE IS WITHIN 10% (TEN PER CENT) OF THE FIRST APPRAISED VALUE, THEN THE FIRST APPRAISED VALUE SHALL BE THE VALUE OF THE PROPERTY USED FOR THE PURCHASE. IF THE SECOND APPRAISED VALUE IS NOT WITHIN 10% (TEN PER CENT) OF THE FIRST APPRAISED VALUE, THEN THE FIRST TWO APPRAISERS SHALL SELECT A THIRD APPRAISER, PAID FOR BY BOTH PARTIES, AND THE VALUE DETERMINED BY THE THIRD APPRAISER SHALL BE THE VALUE OF THE PROPERTY USED FOR THE PURCHASE.

AFTER THE FAIR MARKET VALUE IS DETERMINED, 7% (SEVEN PER CENT) OF THE FAIR MARKET VALUE WILL BE SUBTRACTED FROM THE FAIR MARKET VALUE. THE AMOUNT OF THE MORTGAGE EXISTING AT THE TIME OF THE TRANSACTION WILL THEN BE SUBTRACTED FROM THE AMOUNT REMAINING, AND THE PERSON EXERCISING THE OPTION TO PURCHASE WILL PAY THE OTHER PARTY ONE-HALF OF THE REMAINING AMOUNT AS THE PURCHASE PRICE. THE PURCHASING PARTY SHALL PAY OFF OR ASSUME THE EXISTING MORTGAGE, OR REFINANCE THE MORTGAGE AND RELEASE THE SELLING PARTY FROM THE EXISTING MORTGAGE.

D. THE PARTIES SHALL BE JOINTLY RESPONSIBLE FOR REASONABLY NECESSARY MAJOR REPAIRS TO THE FAMILY HOME MADE DURING THE WIFE'S USE AND OCCUPANCY. MAJOR REPAIRS SHALL BE CONSIDERED THOSE REPAIRS WHICH SHALL COST \$200.00 (TWO HUNDRED DOLLARS). ANY PARTY SHALL NOT BE LIABLE TO PAY FOR MAJOR REPAIRS CAUSED BY THE OTHER PARTY'S ABUSE,

4.

THE MONTHLY CHILD SUPPORT PAYMENT AMOUNT IN FEBRUARY OF EACH YEAR, WITH THE ADJUSTED MONTHLY AMOUNT DUE WITH THE MONTHLY PAYMENT BEGINNING IN MARCH OF THE SAME YEAR.

THE ANNUAL RECALCULATION SHALL BE PERFORMED USING THE FOLLOWING FORMULA, WITH THE ADJUSTED MONTHLY CHILD SUPPORT PAYMENT AMOUNT BEING EQUAL TO THE RESULT OBTAINED BY USE OF THE FORMULA.

A. THE THEN APPLICABLE "STANDARDS FOR ESTABLISHING CHILD SUPPORT AWARDS" OR SUCCESSOR DOCUMENT TO THESE "STANDARDS" PROMULGATED BY THE MARYLAND CHILD SUPPORT ENFORCEMENT ADMINISTRATION OF THE DEPARTMENT OF HUMAN RESOURCES, OR ANY SUCCESSOR AGENCY THERETO.

B. THE THEN APPLICABLE MARYLAND STATUTES OR REGULATIONS WHICH HAVE TAKEN THE PLACE OF THE "STANDARDS" DEFINED IN SECTION 5.A. HEREIN.

C. TO DETERMINE THE THEN APPLICABLE FORMULA, THE PARTIES SHALL CONTACT THE OFFICE OF THE DIRECTOR OF THE MARYLAND CHILD SUPPORT ENFORCEMENT ADMINISTRATION, OR THE SUCCESSOR AGENCY THERETO.

IT IS FURTHER AGREED THAT THE HUSBAND'S OBLIGATION OF SUPPORT SHALL CEASE FOR EACH MINOR CHILD WHEN SAID MINOR CHILD REACHES THE AGE OF 19 (NINETEEN) YEARS.

6. THE HUSBAND SHALL MAKE CHILD SUPPORT PAYMENTS DIRECTLY TO THE WIFE, EXCEPT AS FOLLOWS:

FOR THE CONVENIENCE OF THE PARTIES, AND ONLY FOR SO LONG AS THE PARTIES JOINTLY OWN THE FAMILY HOME, AS DEFINED IN SECTION 7 HEREIN, THE HUSBAND SHALL SEND THE MONTHLY CHILD SUPPORT PAYMENTS TO THE WIFE, LESS AN AMOUNT EQUAL TO ONE HALF OF THE MONTHLY MORTGAGE PAYMENT, INCLUDING THE AMOUNT OF THE PAYMENT FOR TAXES AND INSURANCE FOR ESCROW PURPOSES, FOR THE FAMILY HOME. THE HUSBAND SHALL THEN ADD HIS ONE HALF OF THE MONTHLY MORTGAGE PAYMENT, INCLUDING THE AMOUNT OF THE PAYMENT FOR TAXES AND INSURANCE FOR ESCROW PURPOSES, AND SHALL PAY THE FULL MONTHLY MORTGAGE PAYMENT FOR THE FAMILY HOME TO THE MORTGAGEE.

THE HUSBAND AND WIFE SHALL EACH BE ENTITLED TO A 1/2 (ONE HALF) SHARE OF ANY TAX DEDUCTION OR CREDIT WHICH ACCRUES FROM ANY OF THE FOREGOING MONTHLY PAYMENTS.

IF THE CHILD SUPPORT PAYMENT IS LESS THAN AN AMOUNT EQUAL TO ONE HALF OF THE MONTHLY MORTGAGE PAYMENT, INCLUDING THE AMOUNT OF THE PAYMENT FOR TAXES AND INSURANCE FOR ESCROW PURPOSES, THE WIFE AGREES TO BE OBLIGATED FOR AND TO PAY DIRECTLY TO THE HUSBAND THAT AMOUNT NEEDED OVER THE CHILD SUPPORT PAYMENT TO EQUAL ONE HALF OF THE MONTHLY MORTGAGE PAYMENT, INCLUDING THE AMOUNT OF THE PAYMENT FOR TAXES AND INSURANCE FOR ESCROW PURPOSES.

7. THE WIFE SHALL HAVE USE AND POSSESSION OF THE HOME JOINTLY OWNED BY THE HUSBAND AND WIFE AND LOCATED AT 664 GENEVA DRIVE, WESTMINSTER, MARYLAND (THE FAMILY HOME). THE WIFE SHALL ALSO HAVE USE AND

3.

C. THE JOINTLY OWNED 1984 HONDA CIVIC SHALL BECOME THE PROPERTY OF THE WIFE UPON FULL PAYMENT OF THE LOAN OUTSTANDING ON SAID CAR, IN ACCORDANCE WITH THE PAYMENT SCHEDULE FOR THE LOAN. THE HUSBAND AGREES TO ASSUME AND MAKE THE PAYMENTS WHEN DUE, AND TO EXECUTE AND DELIVER THE TITLE TO THE WIFE WHEN THE LOAN IS FULLY PAID.

D. THE JOINT BANK ACCOUNT AT FIRST NATIONAL BANK SHALL BE CLOSED, AND THE BALANCE IN THE ACCOUNT SHALL BELONG TO THE WIFE.

E. ALL JOINT CREDIT CARDS WILL BE CANCELLED, AND THE WIFE AGREES TO PAY ANY REMAINING BALANCE FOR THE FOLLOWING ACCOUNTS: MACY'S; SEARS; AND, UNION NATIONAL BANK VISA.

F. THE HUSBAND AGREES TO ASSUME RESPONSIBILITY FOR PAYMENT OF THE MARYLAND NATIONAL BANK CREDIT LINE ACCOUNT AND THE CARROLL COUNTY BANK HOME EQUITY LINE ACCOUNT.

G. THE PARTIES SHALL CONTINUE TO JOINTLY OWN THE FAMILY HOME AS DEFINED IN SECTION 7 HEREIN, AND THE PARTIES SHALL REMAIN JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MORTGAGE, TAXES, INSURANCE, MAINTENANCE, UTILITIES AND UPKEEP PAYMENTS FOR THE SAID FAMILY HOME, FOR SO LONG AS THEY SHALL JOINTLY OWN THE FAMILY HOME.

10. THE HUSBAND AND WIFE SHALL REMAIN JOINTLY RESPONSIBLE FOR THEIR MINOR CHILDREN'S MEDICAL EXPENSES, WHICH SHALL INCLUDE OPTICAL AND DENTAL EXPENSES. BOTH HUSBAND AND WIFE SHALL MAINTAIN THEIR CHILDREN ON THEIR EMPLOYER'S GROUP HEALTH INSURANCE PROGRAM AS OFFERED BY THEIR EMPLOYERS, INCLUDING DENTAL AND OPTICAL COVERAGE IF OFFERED. ANY MEDICAL EXPENSES NOT PAID BY EITHER ONE OR BOTH GROUP PLANS SHALL BE SHARED EQUALLY BY THE HUSBAND AND WIFE.

11. THE HUSBAND SHALL MAINTAIN A LIFE INSURANCE POLICY ON HIS LIFE IN A FACE AMOUNT OF \$100,000.00 (ONE HUNDRED THOUSAND DOLLARS) NAMING THE CHILDREN AS BENEFICIARIES. THE POLICY SHALL BE MAINTAINED UNTIL THE OLDEST CHILD COMPLETES COLLEGE OR REACHES THE AGE OF 22, WHICHEVER OCCURS FIRST, AT WHICH TIME THE POLICY FACE AMOUNT MAY BE REDUCED TO \$50,000.00 (FIFTY THOUSAND DOLLARS). THE \$50,000.00 POLICY SHALL BE MAINTAINED UNTIL THE YOUNGEST CHILD COMPLETES COLLEGE OR REACHES THE AGE OF 22, WHICHEVER OCCURS FIRST.

12. THE PARTIES AGREE THAT THE WIFE SHALL PURSUE AN ABSOLUTE DIVORCE IN THE STATE OF MARYLAND. IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN THE HUSBAND AGREES TO REIMBURSE THE WIFE FOR THE COURT COSTS AND FILING FEES FOR FILING A COMPLAINT FOR ABSOLUTE DIVORCE UPON GRANTING OF THE JUDGMENT OF DIVORCE.

13. EACH PARTY SHALL BE RESPONSIBLE FOR HIS OR HER OWN ATTORNEY FEES AND THE PARTIES SHALL AT ALL TIMES PROVIDE THE OTHER WITH HIS OR HER CORRECT ADDRESS AND SHALL ACCEPT SERVICE OF SUCH COURT PROCEEDINGS AS SHALL BE REQUIRED TO PROSECUTE THE BILL OF COMPLAINT FOR DIVORCE.

14. THE PARTIES AGREE THAT THERE CAN BE NO MODIFICATION OF THIS

6.

AGREEMENT, EXCEPT IN REGARD TO CHILD SUPPORT OBLIGATIONS DUE TO A CHANGE IN FINANCIAL CIRCUMSTANCES OF THE PARTIES OR IN REGARD TO CUSTODY AND IN THE BEST INTERESTS OF THE CHILDREN, AND NO WAIVER OF ANY PORTION THEREOF, RIGHTS HEREUNDER, OR CONDITION HEREIN, OR RELEASE FROM ANY OBLIGATION IMPOSED HEREBY, EXCEPT BY WRITTEN INSTRUMENT DULY EXECUTED.

15. EXCEPT FOR THE RIGHTS PROVIDED IN THIS AGREEMENT WHICH EACH OF THE PARTIES HEREBY SPECIFICALLY RESERVES, INCLUDING THE RIGHT TO ASSERT AS A GROUND FOR DIVORCE ANY CAUSE OR GROUND WHICH EITHER OF THEM MIGHT HAVE, THE PARTIES, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, DO HEREBY MUTUALLY RELEASE, WAIVE, SURRENDER AND ASSIGN UNTO THE OTHER, HIS OR HER CLAIMS, DEMANDS, ACCOUNTS AND CAUSES OF ACTION WHICH EITHER OF THEM MAY HAVE AGAINST THE OTHER, AND THEY DO HEREBY FURTHER MUTUALLY RELEASE, WAIVE, SURRENDER, AND ASSIGN TO THE OTHER, HIS OR HER HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, ALL THE RIGHT, TITLE, CLAIM OR INTEREST WHICH SAID PARTIES MIGHT NOW HAVE OR WHICH THEY MAY HEREAFTER HAVE AS THE HUSBAND, WIFE, WIDOWER, WIDOW, OR NEXT OF KIN, SUCCESSOR OR OTHERWISE, IN AND TO ANY PROPERTY, REAL OR PERSONAL, THAT EITHER OF SAID PARTIES MAY OWN OR MAY HEREAFTER ACQUIRE, OR IN RESPECT OF WHICH EITHER OF SAID PARTIES HAS OR MAY HEREAFTER HAVE ANY RIGHT, TITLE, CLAIM AND INTEREST, DIRECT OR INDIRECT, INCLUDING ANY RIGHT OF DOWER, STATUTORY THIRDS OR HALFS OF LEGAL SHARES AND WIDOW'S OR WIDOWER'S RIGHTS, OR TO PARTICIPATE IN ANY WAY IN THE ENJOYMENT OR DISTRIBUTION OF ANY OF THE REAL OR PERSONAL ESTATE OF WHICH THE OTHER MAY BE POSSESSED AT THE TIME OF HIS OR HER DEATH, OR ANY RIGHT TO RECEIVE ANY LEGAL RIGHT OR INTEREST WHATSOEVER THEREIN, INCLUDING THE RIGHT TO ADMINISTER UPON THE ESTATE OF THE ONE SO DYING.

16. THE PARTIES, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, DO MUTUALLY AGREE TO JOIN IN OR EXECUTE ANY INSTRUMENTS AND TO DO ANY OTHER ACT OR THING THAT MAY BE NECESSARY OR PROPER TO CARRY INTO EFFECT ANY PART OF THIS AGREEMENT, OR ANY OTHER RIGHT IN PROPERTY WHICH EITHER OF SAID PARTIES MAY NOW OWN OR HEREAFTER ACQUIRE, INCLUDING THE EXECUTION AND THE DELIVERY OF SUCH DEEDS AND ASSURANCES AS MAY BE NECESSARY TO CARRY OUT THE PURPOSE OF THIS AGREEMENT.

17. WITH THE APPROVAL OF ANY COURT OF COMPETENT JURISDICTION IN WHICH ANY DIVORCE PROCEEDINGS MAY NOW BE PENDING OR WHICH MAY HEREAFTER BE INSTITUTED, THIS AGREEMENT SHALL BE INCORPORATED, BUT NOT MERGED, IN ANY DECREE OF ABSOLUTE DIVORCE WHICH MAY BE PASSED BY SAID COURT. IN THE EVENT THE COURT SHALL FAIL OR DECLINE TO INCORPORATE THIS AGREEMENT, OR ANY PROVISION THEREOF, IN SAID DECREE, THEN AND IN THAT EVENT, THE PARTIES, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, AGREE THAT THEY WILL NEVERTHELESS ABIDE BY AND CARRY OUT ALL OF THE PROVISIONS THEREOF.

(SEE NEXT PAGE FOR SIGNATURES)

AS WITNESS, THE HANDS AND SEALS OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN.

Jon Ayscue (SEAL)
JON AYSUCUE

STATE OF MARYLAND

, TO WIT:

I HEREBY CERTIFY THAT ON THIS 18th DAY OF NOVEMBER, 1987, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE STATE AND CITY AFORESAID, PERSONALLY APPEARED JON AYSUCUE AND MADE OATH IN DUE FORM OF LAW THAT HE IS COMPETENT TO BE WITNESS AND THAT HE EXECUTED THE FOREGOING AGREEMENT AND THAT HE FULLY UNDERSTANDS THE CONTENTS OF SAME WITH RESPECT TO THE VOLUNTARY AND MUTUAL SEPARATION OF THE PARTIES AND ALL OTHER MATTERS ARE TRUE AND CORRECT AS THEREIN STATED AND ACKNOWLEDGED THE FOREGOING AGREEMENT TO BE HIS FREE AND VOLUNTARY ACT AND DEED.

AS WITNESS, MY HAND AND NOTARIAL SEAL. *Louella Wilkins*

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1 July 1990

Sharon Ayscue (SEAL)
SHARON AYSUCUE

STATE OF MARYLAND

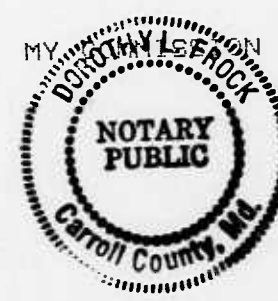
, TO WIT:

I HEREBY CERTIFY THAT ON THIS 30th DAY OF NOVEMBER, 1986, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE STATE AND CITY AFORESAID, PERSONALLY APPEARED SHARON AYSUCUE AND MADE OATH IN DUE FORM OF LAW THAT SHE IS COMPETENT TO BE WITNESS AND THAT SHE EXECUTED THE FOREGOING AGREEMENT AND THAT SHE FULLY UNDERSTANDS THE CONTENTS OF SAME WITH RESPECT TO THE VOLUNTARY AND MUTUAL SEPARATION OF THE PARTIES AND ALL OTHER MATTERS ARE TRUE AND CORRECT AS THEREIN STATED AND ACKNOWLEDGED THE FOREGOING AGREEMENT TO BE HER FREE AND VOLUNTARY ACT AND DEED.

AS WITNESS, MY HAND AND NOTARIAL SEAL. *Dorothy L. Frock*

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/90



DEBRA BILLS	:	In the
a/k/a DEBORAH ANN BILLS	:	Circuit Court
Plaintiff	:	for
vs	:	Carroll County
DOUGLAS BILLS	:	Case No. CV 4529
Defendant	:	

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this ^{6th} day of January, ~~Eight~~ Nineteen Hundred and Eighty-~~seven~~ that the above-named Plaintiff, Debra Bills, be and she is hereby granted an Absolute Divorce from the Defendant, Douglas Bills; and

It is further ADJUDGED and ORDERED that the Plaintiff, Debra Bills, be and she is hereby awarded the guardianship and custody of Douglas Bills, Jr., the minor child of the parties hereto, with the right unto the Defendant, Douglas Bills, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay unto the Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of \$50.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that Defendant is in arrears in payment of child support in the amount of \$1,350.00; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated August 18, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the name of the Plaintiff, Debra Bills, be and the same is hereby changed to Deborah Ann Bolton, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Richard H. Burns, Jr.
Judge

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, was made this 18 day of August, 1986, by and between DEBRA BILLS, hereinafter called Wife, and DOUGLAS BILLS, hereinafter called Husband, both residents of Carroll County, State of Maryland.

EXPLANATORY STATEMENT

The parties were legally married on August 23, 1980, Baltimore County, Maryland, in a religious ceremony.

One child was born as a result of that marriage, to wit: Douglas Bills, Jr., born on December 11, 1981.

On the 17th day of March, 1986, the parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, said separation being with the intent of ending the marriage.

Without waiving any grounds which either of the parties now has or may hereafter have against the other, the parties desire to adjust and settle by this Agreement, all questions pertaining to their respective property rights, spousal support and maintenance, and all other matters growing out of their marital relationship.

THEREFORE, IN CONSIDERATION, of the mutual covenants of each of the parties and other good and valuable consideration, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

1. FREEDOM TO WORK AND LIVE SEPARATE - Each party shall be free from interference, direct or indirect, by the other as fully as though unmarried. The parties shall not molest nor malign each other, nor shall either attempt to compel the other to cohabit or dwell with

Pl. Exhibit No. 1

him or her by any means whatsoever. Each party may, for his or her separate benefit engage in any employment, business or profession he or she may choose and may reside in such place as he or she may choose. Nothing herein contained shall in any way reflect upon the past of the parties and shall be prospective in meaning.

2. MUTUAL WAIVER OF ALIMONY - It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands past, present, and future, for alimony and support, both pendente lite and permanent and Husband releases and discharge Wife, absolutely and forever, for the rest of his life, from any and all claims and demands past, present and future, for alimony and support, both pendente lite and permanent.

3. CUSTODY AND VISITATION - Wife shall have the care and custody of the minor child of the parties and husband shall enjoy reasonable and liberal visitation rights with said child, it being the desire of the parties that the minor child shall enjoy as full and complete a relationship with both parents as is possible.

Husband shall pay unto wife fifty dollars (\$50.00) weekly for the support and maintenance of said minor child until the first to occur of the following:

- 1) Child reaching the age of 18 years old;
- 2) Child becoming emancipated or self supporting;
- 3) Death of child or husband.

In addition, Husband shall cover child on his medical insurance plan through work, or should he lose that coverage or leave

work, he shall purchase a policy of insurance to cover the child until the child's 18th birthday, emancipation or self supporting, or death of the child or husband. Husband shall carry wife on his medical insurance until a judgment of divorce is decreed.

4. PERSONAL PROPERTY - Except as hereinafter set forth, the parties have heretofore divided up their personal property and effects to their mutual satisfaction. Henceforth, each of them shall own, have and enjoy independently, of any claim or right of the other, all items of personal property of every kind, with full power to dispose of the same as fully and effectively in all respects and for all purposes as if he or she were unmarried.

5. DEBTS OF PARTIES - The parties represent unto each other that there are no bills or debts for which the other is responsible except as follows:

a) Husband shall pay to Mary and Donald Bolton \$400 and husband shall pay to Rodney Bolton \$250, which represent loans previously incurred by the parties, and husband shall indemnify and hold wife harmless against any and all liability in connection with said bills or in connection with such bills and debts as he is obligated to pay hereunder. Wife shall indemnify and hold harmless husband against any and all liability in connection with such of said bills and debts as she is obligated to pay hereunder.

6. MUTUAL RELEASE - Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release,

waive, surrendered and assign unto the other his or her heirs, personal representatives and assigns, claims, demands, accounts, and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender, and assign, all the right, title, and interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow, or next of kin, successor, or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

7. COURT COSTS - The moving party agrees to pay all Court costs and any Master's fees in connection with any action presently pending or which may be instituted at any time in the future between the parties hereto.

8. FURTHER ASSURANCES - The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement or to release any right in any property which either of the said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

9. MODIFICATION AND WAIVER - None of the provisions of this Agreement shall be subject to modification by any Court.

10. ADVICE OF COUNSEL - Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection or has knowingly or voluntarily waived the representation of counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein. Husband acknowledges that it is Wife's attorney who has prepared this Agreement. Said attorney has neither rendered advice nor counsel to Husband nor made any representations to Husband concerning said Agreement. If Husband has not sought independent counsel of his own choosing, it is as a result of his own decision, knowingly and voluntarily made and he acknowledges same.

This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

11. INCORPORATION IN DECREE - With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions

thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18 day of August, 1986.

WITNESSETH:

Virginia Respass
AS TO WIFE

Debra Bills
DEBRA BILLS (SEAL)

Thomas E. Hight
AS TO HUSBAND

Douglas Bills
DOUGLAS BILLS (SEAL)

STATE OF MARYLAND
CITY/COUNTY OF BALTIMORE

to wit:

I HEREBY CERTIFY, that on this 12 day of August, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared, DEBRA BILLS, and made oath in due form of law that the matters and facts set forth with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

July 1, 1990
My Commission Expires:

Tammy Blum
NOTARY PUBLIC



BOOK 32 PAGE 777

STATE OF MARYLAND
CITY/COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 10th day of August, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared DOUGLAS BILLS, and made oath in due form of law that the matters and facts with respect to the voluntarily separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

My Commission Expires July 1, 1990
My Commission Expires:

Margaret E. Wagner
NOTARY PUBLIC

BOOK 32 PAGE 778

STAR ATHENA HARALAMOS : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
HARRY PETER HARALAMOS : CARROLL COUNTY
Defendant : CASE NO. CV0459

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Cross Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 4th day of January, 1986, that the Cross Plaintiff, HARRY PETER HARALAMOS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Cross Defendant, STAR ATHENA HARALAMOS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, ELENA A. HARALAMOS (born December 22, 1977) be and the same is hereby awarded to the Cross Defendant with the right on the part of the Cross Plaintiff to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Cross Plaintiff pay unto the Cross Defendant the sum of Three Hundred Twenty-Five Dollars (\$325.00) per month as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Cross Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Cross Plaintiff shall be subject to earnings withholding.

(2) The Cross Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Cross Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Cross Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 4, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Cross Plaintiff pay the costs of this proceeding.

Luke K. Burns, Jr. JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 4th day of September, 198⁷, by and between STAR A. HARALAMOS, hereinafter referred to as "Wife" and HARRY P. HARALAMOS, hereinafter referred to as "Husband."

EXPLANATORY STATEMENT

The parties hereto were married on October 26, 1977, in a religious ceremony in Carroll County, Maryland. That one (1) child was born to them, namely ELENA HARALAMOS, born December 22, 1977.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of guardianship, child custody and support, alimony and all other matters growing out of the marriage relationship, and do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

EFFECTIVE DATE

Unless expressly provided for herein, the effective date of this Agreement shall be the day and year first above written.

VOLUNTARY SEPARATION

The parties hereto did voluntarily and mutually separate in November, 1984, with the intent and purpose of ending the

marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective ways as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows.

NON-WAIVER OF GROUNDS

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

AUTOMOBILES

The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to the 1978 Cadillac Fleetwood, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1984 Chevrolet Camaro, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Each party shall be responsible for any liens or outstanding debts on

the vehicles to be titled in their name, and they shall further be responsible for any costs in the transfer of said vehicles.

BANK ACCOUNTS

There are no savings and checking accounts in the joint names of the parties. The Husband transfers and assigns to the Wife all of his right, title and interest, if any, in and to all accounts which may be in the Wife's name alone. The Wife transfers and assigns to the Husband all of her right, title and interest, if any, in and to all accounts which may be in the Husband's name alone.

FURNITURE

The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, all furniture, household goods and furnishings of the marriage, now located in the home of the Wife at 5187 Perry Road, Mount Airy, Maryland.

PERSONAL EFFECTS

The Wife hereby further agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property

belonging to the Wife and now in her possession, custody or control.

DISPOSITION OF TENANCY BY ENTIRETIES HOME PROPERTY

The Husband and Wife hereby acknowledge that a Court Order was passed by the Circuit Court for Carroll County, Maryland, on or about March 21, 1985. The parties agree that the marital home owned by them as tenants by the entireties shall be sold and listed. The Husband shall receive a minimum of \$12,000.00 from the proceeds of the sale of the home. The Wife shall receive one-half (1/2) of the proceeds from the sale of the home, plus \$1,000.00 which is owed to her for improvements on the subject premises. Should the home sell for an amount in excess to net out \$12,000.00 to the Husband, and \$13,000.00 to the Wife, the parties hereby agree that the Wife shall receive the next \$3,000.00. To the extent that the proceeds from the sale of the home exceed the amount distributed hereinbefore, the parties hereby agree to divide the same 50/50. All distribution shall be made after all realtor fees, mortgages, and any other costs incidental to the sale of the house are paid.

WAIVER OF ALIMONY

In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

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GENERAL PROPERTY RIGHTS

Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

CUSTODY AND CHILD SUPPORT

The parties hereby agree to comply with the Court Order dated March 21, 1985, with respect to custody, child support, visitation, and all other matters relating to the care and custody of said child.

In the event that either one of the parties move more than 75 miles from the home which they are now residing, the party so moving shall pay the cost of transportation from the point they move to, to affect visitation and return. In the event both of the parties move 75 miles from the home which they are now residing, each party agrees to contribute the cost to return the child to Carroll County, Maryland; the other parent shall be responsible for the transportation from Carroll County, Maryland to where the parties are currently residing.

ATTORNEY'S FEES

Each of the parties hereto agrees to pay his or her own attorney's fees in connection with this Agreement and for all legal services rendered or to be rendered to each of them in

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connection with any other matter concerning this Agreement and any subsequent divorce proceeding.

INDEMNIFICATION CLAUSE

The Husband and Wife agree to indemnify and save harmless each other as respect any costs, expenses or counsel fees incurred by either of them in connection with any default or breach by the other of this Agreement, including, but not limited to, any costs incurred with the securing of performance of the Agreement as well as the redress from the breach thereof.

JOINT INCOME TAX RETURNS - INDEMNITY

Wife agrees, if so requested by Husband, to execute and file joint Federal and State income tax returns for the year 1985, and for any subsequent year during which they shall be husband and wife and entitled under the applicable laws and regulations, to file joint returns. Each party shall pay that proportionate part of the tax due as shall be attributable to his or her respective earnings or income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Each party hereby assigns unto the other that share of any tax refund that may result from an overpayment in connection with his or her respective earnings or income. Wife hereby grants to Husband the right and power to endorse any and all income tax refund checks payable to the parties hereto with her name in order to effectuate the purpose of this Agreement, provided, however, that he shall forthwith account and pay unto her any part of the proceeds of such checks

as

may

represent

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refund of any overpayment of taxes in connection with her own earnings or income.

MUTUAL RELEASES

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives, and assigns, do hereby mutually release, waive, surrender, and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or

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interest whatsoever therein, including the right to administer upon the estate of the one so dying.

INCORPORATION IN DECREE

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

INTEGRATION CLAUSE

This agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

NON-MODIFIABILITY

Except for the provisions contained in this Agreement relating to the custody, visitation and support of the minor

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children of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

ACKNOWLEDGMENT AND WAIVER
OF PROPERTY DISTRIBUTION LAW

During the marriage, the Husband has been employed by the United States Government. The Husband has in the course of his employment accumulated a retirement. The parties agree that the Wife shall have an interest in the Husband's retirement from October, 1977, to January, 1985. The Wife's percentage interest shall now be predicated on the number of years they were married. The Wife's interest shall be the number of years of the marriage, over the number of years employed by the United States Government, divided by 2.

Both the Husband and the Wife hereby acknowledge and affirm that each party has had the opportunity to be advised by his or her respective counsel as to the contents and substance of the Family Law Volume of the Annotated Code of Maryland, Section 8-201 through 8-213, which deals with the disposition of property in connection with a divorce or annulment in all cases filed after January 1, 1979. Each party has, with full knowledge and understanding, and with the opportunity to obtain the advice of counsel, decided to proceed with the signing of this Agreement,

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BOOK 32 PAGE 789

and each expressly waives the application of the aforesaid property disposition law in any and all respects, except as provided hereinabove.

FURTHER ASSURANCE

The parties for themselves and their respective heirs, personal representatives, and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

CONTROLLING LAW

This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Patricia J. Norwood

Patricia J. Norwood

Star A. Haralamos
STAR A. HARALAMOS

Harry P. Haralamos
HARRY P. HARALAMOS

(SEAL)

(SEAL)

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LAUREL, MARYLAND 20708
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BOOK 32 PAGE 790

STATE OF MARYLAND :
COUNTY OF CARROLL :

ss.

I HEREBY CERTIFY that on this 4TH day of SEPTEMBER, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared STAR A. HARALAMOS, one of the parties to the foregoing Agreement, and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties are true and correct.

AS WITNESS my Hand and Notarial Seal.

Patricia J. Norwood

Notary Public
My Commission Expires: 7-1-90

STATE OF MARYLAND :
COUNTY OF CARROLL :

ss.

I HEREBY CERTIFY that on this 4TH day of SEPTEMBER, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HARRY P. HARALAMOS, one of the parties to the foregoing Agreement, and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties are true and correct.

AS WITNESS my Hand and Notarial Seal.

Patricia J. Norwood

Notary Public
My Commission Expires: 7-1-90

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-11-

DEBRA CAROL BRAUER MINOR : In the
 Plaintiff : Circuit Court
 vs : for
 FRANKLIN DELANO MINOR, JR. : Carroll County
 Defendant : Case No. CV 4330

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 4th day of January Nineteen Hundred and Eighty-Eight, that the above-named Plaintiff, Debra Carol Brauer Minor, be and she is hereby granted an Absolute Divorce from the Defendant, Franklin Delano Minor, Jr.; and

It is further ORDERED that the name of the Plaintiff, Debra Carol Brauer Minor, be and the same is hereby changed to Debra Carol Brauer, her maiden name before her marriage to the Defendant, Franklin Delano Minor, Jr.; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Paul K. Burns, Jr.
 Judge

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD.
 JAN 4 2 56 PM '86
 LARRY R. JENNEY
 CLERK

SUSAN LYNNE MARTIN : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 DENNIS CARROLL MARTIN : CARROLL COUNTY
 Defendant : CASE NO. CV4590

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 7th day of January 1988 that the Plaintiff, SUSAN LYNNE MARTIN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DENNIS CARROLL MARTIN; and

IT IS FURTHER ORDERED that the guardianship and custody of the minor child of the parties, HEATHER RENEE MARTIN (born August 14, 1974) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Paul K. Burns, Jr.
 JUDGE

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD.
 JAN 7 4 47 PM '86
 LARRY R. JENNEY
 CLERK

MARY P. TRIMPER : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 RICHARD W. TRIMPER : CARROLL COUNTY
 Defendant : CASE NO. CV4627

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{January} 7th day of ~~December~~, 1988, that the Plaintiff, MARY P. TRIMPER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, RICHARD W. TRIMPER; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 11, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, MARY PAULINE GEHRINGER; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Ruth K. Bunn
 JUDGE

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 JAN 7 4 45 PM '88
 LARRY D. CAPLEY
 CLERK

VOLUNTARY SEPARATION
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 11 day of February, 1988, by and between RICHARD W. TRIMPER, hereinafter referred to as "Husband", and MARY GEHRINGER TRIMPER, hereinafter referred to as "Wife":

WITNESSETH:

WHEREAS, the parties hereto are now Husband and Wife, having been legally married by a religious ceremony on the 11th day of January, 1986.

WHEREAS, as a result of the said marriage, there were no children born to the parties.

WHEREAS, certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 20th day of March, 1986, and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, including but not limited to the equitable division of assets and rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties, with full knowledge of the extent, value and character of the properties owned by them, separately and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and have separated on the 20th day of March, 1986, and that the separation is permanent and voluntary and each agrees

Ph # 1/11/89

to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they have never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

DISPOSITION OF PERSONAL PROPERTY

The parties agree that the household furnishings and other personal property presently located at 7544 Braemar Court, Sykesville, Maryland 21784, shall be the property of Wife free and clear of any claim of Husband; Husband shall return to Wife the wooden stepladder.

The Husband and Wife agree that the clothing, personal effects and personal property of each of whatsoever description shall be free of the claim of the other. The parties specifically acknowledge that Husband owns a boat and Wife shall make no claim upon that boat.

The parties acknowledge that they were recently married and received a variety of wedding gifts. The parties agree that Husband shall keep all wedding gifts given to the parties by his family and friends, and that Wife shall keep all wedding gifts given to the parties by her family and friends.

The parties acknowledge that they own two (2) motor vehicles in joint names: a 1986 Blazer, subject to the lien of General Motors Acceptance Corporation; and a 1985 Subaru Rally 4 x 4, subject to the lien of Mercantile

Bank and Trust Company. The parties agree that Husband shall have the exclusive use and obligations associated with the 1986 Blazer and that Wife shall have the exclusive use and obligations associated with the 1985 Subaru. Husband shall immediately transfer Title in the Subaru to Wife, and Wife shall immediately transfer Title in the Blazer to Husband. If the lienholders do not consent to removing one party's name from the respective lien, then each party agrees herein to fully indemnify the other with respect to the lien and all other obligations and liabilities having to do with the vehicle of which that party has exclusive use, and further, to make all payments when due under the lien. In the event that an action is brought, on account of the vehicle of which Husband and Wife has exclusive use, against the other party, the party having exclusive use agrees to fully indemnify the other party for all costs, including reasonable attorney's fees expended in such an action.

Should the lienholder(s) refuse to allow a transfer of Title, then Title on the effected vehicle(s) shall remain in joint names, subject to full indemnification by the party having exclusive use of the vehicle(s). Each party shall retain all profits, or be solely responsible for any deficit, on the vehicle in their possession should the Titles not be transferred.

BANK ACCOUNTS AND MISCELLANEOUS PERSONAL PROPERTY

The parties acknowledge that they will keep their own life insurance, if any, and will make no claim as beneficiaries to the other's life insurance.

The parties acknowledge there are not joint bank accounts in existence and the parties agree that all bank accounts in the name of the Husband shall be and remain the sole property of Husband, and all bank accounts in the name of Wife shall be and remain the sole property of Wife. Each party waives all rights to any retirement or pension plan of the other.

WAIVER OF ALIMONY

Both parties agree to waive rights to alimony.

DISPOSITION OF REAL PROPERTY

The parties own, as either Tenants in Common or Tenants by the Entireties, real property with improvements known as 7544 Braemar Court, Sykesville, Maryland 21784 (hereinafter referred to as the "Home"). The Home is subject to the lien and effect of a mortgage.

The parties agree that Husband shall immediately execute a Deed transferring his interest in the Home to Wife, for the sole consideration of the sum of Four Thousand Five Hundred Dollars (\$4,500.00) to be paid at the time Husband executes the Deed, and Wife shall execute an Indemnification Agreement by which she will agree to hold Husband harmless on all obligations associated with the Home, including the mortgage. Thereinafter, Husband may only come to the Home with the express prior consent of Wife.

OUTSTANDING OBLIGATIONS

From and after the date of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other for any such debts or obligations.

ATTORNEY'S FEES

Both parties agree to pay for their own attorney's fees incurred in connection with the negotiation or preparation of this Agreement.

MISCELLANEOUS PROVISIONS

With approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, then in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement

and all or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall only take place after reduced to writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for his or her, in his or her name, place and stead, to execute, acknowledge and deliver according to law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

The parties further agree as follows:

- (a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

(b) Wife does hereby covenant and agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not married.

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement are not subject to any Court modifications, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said other provisions shall continue in full

force and effect.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to, any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

This Agreement is executed in four (4) identical counterparts each of which is complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

WITNESS the hands and seals of the parties.

Witness:

[Signature]
[Signature]

[Signature] (SEAL)
 RICHARD W. TRIMPER
[Signature] (SEAL)
 MARY GEHRINGER TRIMPER

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:
 I HEREBY CERTIFY that on this 4th day of February, 1987,
 before me the subscriber, a Notary Public for the State and
 County aforesaid, personally appeared RICHARD W. TRIMPER, and

made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC
My commission expires: 7-1-90

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:
I HEREBY CERTIFY that on this 11th day of November, 1986, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared MARY GEHRINGER TRIMPER, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS my hand and Notarial Seal.



[Signature]
NOTARY PUBLIC
My commission expires: 7-1-90

RANDOLPH M. LINTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
ELIZABETH M. LINTON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4637

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 7th day of January, 1988, that the Plaintiff, RANDOLPH M. LINTON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, ELIZABETH M. LINTON; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated November 5, 1980 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE

RECEIVED IN
CIRCUIT COURT
JAN 11 1988
LAURENCE SHIPLEY
CLERK

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made November 5, 1980, by and between ELIZABETH M. LINTON, herein referred to as the Wife, and RANDOLPH M. LINTON, herein referred to as the Husband.

WITNESSES:

WHEREAS, the parties hereto were married on November 3, 1962, in Baltimore City by a religious ceremony, and there are two children of this marriage, namely, ANNETTE C. LINTON, born November 30, 1963 and STEVEN M. LINTON, born November 28, 1964.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart as of June 29, 1980 with the intention of ending the marriage.

E.M.L.
EML

R.M.L.
RML

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them, the parties deem it in their best interest to enter into this agreement to formalize said voluntary separation, to settle their respective property rights, the custody and support of their children, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the mutual agreement of

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12/15/80
jm

the parties to voluntarily live separate and apart, and the provisions contained herein for the benefit of the parties, hereto, and other good and valuable consideration, the parties agree as follows:

1. Nothing contained in this agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties have hereto mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession, or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully

and effectually in all respects and for all purposes, as if he or she were unmarried.

4. The Husband hereby agrees that the Wife shall own, have and enjoy, independent of any claim or right of the Husband all furniture, household goods and furnishings of the marriage, now located in the home of the parties at 8056 Belhaven Road, Pasadena, Maryland 21122.

5. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

6. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.

7. The motor vehicles of the parties shall be disposed of as follows: The 1977 Plymouth in both names will become the sole property of the Wife, without any claim of the Husband to any interest therein. The 1970 Chevrolet 3/4 ton pick-up truck in Husband's name will remain his sole property without any claim or right of the Wife thereto.

8. The bills of the parties shall be paid as follows: Upon sale of the jointly owned residence of the parties, after

payment of real estate commissions, and first and second mortgages, the remaining funds will be used to pay the joint bills of the parties. Any funds remaining will be divided equally

between the Husband and the Wife. The parties hereto agree that the loans from their respective parents will not be paid from these proceeds, but that each of them shall be responsible for repaying their own parents and will indemnify the other from any liability thereon.

9. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause to permit to be charged to or against the other any purchase or purchases which either of them may hereafter make and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

10. The jointly owned home of the parties at 8056 Belhaven Road, Pasadena, Maryland, 21122 will be listed by the parties with an Anne Arundel County Real Estate agent and the net proceeds at settlement, after making allowances as hereinabove provided for payment of first, and second mortgages, real estate commissions, and joint bills of the parties, will be divided equally between the parties.

11. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this agreement, except as otherwise provided herein.

12. Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representative and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Md. Code (1978 Cum. Supp.), Courts and Judicial Proceedings, SS3-6A-01 through 3-6A-07, or any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties, or any future change in the status of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other state subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the Husband, Wife, Widower, Widow, or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter have any right, title, claim or interest in, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate

of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

13. The Husband hereby agrees that the Wife shall have the care, custody and control of the minor children with the right reserved to the Husband of reasonable visitation, provided, however, that exercise of the visitation privileges by said parent shall not conflict nor interfere with school schedules nor with bona fide plans previously made for activities; and all such visitation shall be exercised with due regard for the health and general welfare of said children.

14. The Husband agrees to pay unto the Wife for the support and maintenance of each of the minor children of the parties, directly unto her the sum of \$15.00 per week, per child. Said payments with respect to each child shall cease and determine upon the first to occur of any one of the following events as to any such child: (a) arrival of age 18; (b) marriage; (c) becoming self-supporting; (d) death of said child; or (e) any other emancipation of said child.

15. The Husband agrees to keep in force, so long as it is available through his employer, the family health insurance plan. Upon the parties becoming divorced, the Wife agrees that the Husband will no longer be obligated to cover her on his health plan, but he will continue to provide coverage for the minor children until the youngest child reaches the age of 18.

16. The Wife and Husband both waive any and all right to

alimony, support and maintenance, and hereby covenant that neither will claim now or in the future, any sums of money from the other for alimony, support and/or maintenance.

17. The parties hereto further agree that the execution of this document shall in no wise be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it is the intention, desire and contract of the parties, that in any divorce now pending or in any divorce action for absolute divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms hereof, and this agreement be incorporated into any decree of divorce and the parties directed to be bound thereby subject to modification by the court.

18. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this agreement.

19. No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

20. This agreement contains the entire understanding of the parties. There are no representatives, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

21. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

22. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail to decline to incorporate this agreement, or any provisions thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof.

23. This agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

24. The Wife hereby acknowledges that RICHARD A. BROWN, attorney for the Husband, prepared this agreement for him and advised the Wife of the necessity to seek independent legal counsel of her own choosing, and the Wife certifies that she expressly waives that right and will do all things required in connection with this agreement by her own judgment.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date first above written.

WITNESS:

*Sally C.**Elizabeth M. Linton* (SEAL)
ELIZABETH M. LINTON*James Seely**Randolph M. Linton* (SEAL)
RANDOLPH M. LINTON

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on November 5, 1980,
before the undersigned notary public personally appeared ELIZABETH
M. LINTON, known to me to be the person whose name is subscribed
to the within instrument, who, after being sworn, made oath in due
form of law that the matters and facts set forth in the foregoing
agreement with respect to the voluntary separation of the parties
are true and correct as therein stated and acknowledged said
agreement to be her act.

AS WITNESS my hand and notarial seal.

[Signature]
Notary Public

My Commission expires: July 1, 1982.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on October 29, 1980,
before the undersigned notary public personally appeared RANDOLPH
M. LINTON, known to me to be the person whose name is subscribed
to the within instrument, who, after being sworn, made oath in due
form of law that the matters and facts set forth in the foregoing

agreement with respect to the voluntary separation of the parties
are true and correct as therein stated and acknowledged said
agreement to be his act.

AS WITNESS my hand and notarial seal.

James Seely
Notary Public

My Commission Expires: July 1, 1982.

DOUGLAS JOHN DAWSON : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 LISA MARIE DAWSON : CARROLL COUNTY
 Defendant : CASE NO. CV4716

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{7th} day of ^{January} ~~December~~, 1988, that the Plaintiff, DOUGLAS JOHN DAWSON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LISA MARIE DAWSON; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 16, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

John K. Bunn
 JUDGE

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 JAN 7 4 44 PM '88
 LARRY M. SHIPLEY
 CLERK

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT was made this 16th day of August, 1988, by and between DOUGLAS JOHN DAWSON, residing in Carroll County, State of Maryland, hereinafter called Husband and LISA MARIE DAWSON, residing in Howard County, State of Maryland, hereinafter called Wife.

EXPLANATORY STATEMENT

The parties were legally married on April 7, 1984, by a religious ceremony in Catonsville, Maryland, in accordance with the laws of Maryland. No children were born as a result of the marriage and none are expected.

For causes arising prior hereto, the parties are not now living as Husband and Wife. On June 7, 1986, the parties mutually agreed to voluntarily separate and to live separate and apart in separate places of abode without any cohabitation and they have continued to do so.

Without waiving any ground for divorce which either of them may now have or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation, to adjust and settle all questions pertaining to their respective property rights, spousal support, maintenance and counsel fees and all other matters growing out of their marital relationship.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants of each of the parties and other good and valuable consideration, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

1. RESERVATION OF GROUNDS

1.1 Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground

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for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. TERMS OF SEPARATION

2.1 The parties mutually and voluntarily agree with the intention of terminating the marriage to continue to live separate and apart, in separate places of abode, without any cohabitation, as they have since July 7, 1986.

2.2 Each party shall be free from interference, direct or indirect, by the other as fully as though unmarried. The parties shall not molest nor malign each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever. Each party may, for his or her separate benefit, engage in any employment, business or profession he or she may choose and may reside in such place as he or she may choose.

2.3 The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, either temporary or permanent, shall in no way affect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their respective realty and personalty, unless a new Agreement is entered into in writing mutually revoking and rescinding this Agreement and entering into a new one.

3. MUTUAL WAIVER OF ALIMONY, SUPPORT AND MAINTENANCE

3.1 The Wife, in consideration of the mutual agreement of the parties to live separate and apart, and in further consideration of all the other provisions which inure to the benefit of Wife, waives any and all rights which she might otherwise have to alimony, either temporary or permanent, or support and maintenance of any kind, now or at any time hereafter existing or accruing to the marriage relation.

3.2 The Husband, in consideration of the mutual agreement of the parties to live separate and apart, and in further consideration of all the other provisions contained in this Agreement which inure to the benefit of Husband, waives any and all rights which he might otherwise have to alimony, either temporary or permanent, or support and maintenance of any kind, now or at any time hereafter existing or accruing to the marriage relation.

4. FAMILY HOME

4.1 The parties own, as tenants by the entireties, improved premises in Carroll County known as 1600 Valley Drive, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage. Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment or other documents which may be reasonably necessary for the conveyance of such right, title and interest. The expense of preparation and the recording of this deed shall be solely the responsibility of the Husband.

4.2 Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon the sale of the Home at any time, the proceeds shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

5. PERSONAL PROPERTY

5.1 The parties have heretofore divided their personal property including savings and checking accounts to their mutual satisfaction. Each of them may now own, have and enjoy, independently of any claim or right of the other party, all items of personal property of every kind, nature and description and wheresoever situate, which are not owned or held or which may hereafter belong or come to the Husband or Wife and to dispose of same as fully and effectually in all respects and for all purposes, as if they were unmarried.

6. OUTSTANDING DEBTS-NO FURTHER PLEDGE OF CREDIT

6.1 The parties represent unto each other that there are no bills or debts for which the other is responsible. Each party shall hold harmless and indemnify the other against any and all liability in connection with any bills or debts he or she individually is obligated to pay hereafter. From *16th August 1986* neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other, except as otherwise provided in this Agreement or by mutual consent of the parties.

7. COUNSEL FEES AND COURT COSTS

7.1 The parties agree that in the event proceedings for a final divorce are instituted by either of the parties the party so instituting those proceedings will pay all court costs including the fees of the Examiner-Master.

7.2 In consideration for the covenants and pledges which inure to the use and benefit of Wife, she does hereby release Husband from any and all claims or contributions for or toward any legal services rendered to her, past, present or future, in connection with this matter or any matter whatsoever.

8. MUTUAL RELEASES

8.1 Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided or reserved in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. FURTHER ASSURANCES

9.1 The parties, for themselves and their respective heirs, personal representatives and assigns, do

mutually agree to join in and execute any instruments and do so any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

10. INCORPORATION

10.1 With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

11. INTEGRATION

11.1 This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

12. INDEPENDENT COUNSEL, PARTIES FULLY INFORMED

12.1 Husband acknowledges that he has read and fully understands this Agreement and all of its contents,

and although he has been advised that RICHARD S. ZAHN, Attorney for the Wife, is representing only the Wife in this matter, he has declined to seek legal counsel and is signing this Agreement of his own free will and accord.

12.2 Each of the parties has been fully informed as to the financial and other circumstances of the other. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

13. MODIFICATION AND WAIVER

13.1 No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

13.2 None of the provisions of this Agreement shall be subject to modification by any Court.

14. CONTROLLING LAW

14.1 This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

15. MISCELLANEOUS

15.1 Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interest arising under the Marital Property Act, CH.794 (1978) Laws of Maryland, as amended from time to time, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of the family use personal property, if any; any claim to marital property, if any; and

any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to two (2) counterparts of this Agreement, each of which shall constitute an original.

WITNESSETH: Cynthia N. Barlow (SEAL)
Anthony J. Chite (SEAL)
DOUGLAS JOHN DAWSON (SEAL)
LISA MARIE DAWSON (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF HOWARD COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of AUGUST, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared DOUGLAS JOHN DAWSON and made oath under penalty of perjury that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and he acknowledged the Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

My commission expires:

7-1-90

Cynthia N. Barlow
Notary Public

STATE OF MARYLAND, CITY/COUNTY OF CHEVY CHASE/MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 6 day of AUGUST, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared LISA MARIE DAWSON and made oath under penalty of perjury that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and she acknowledged the Agreement to be her act.

AS WITNESS my hand and Notarial Seal.

My commission expires:

7-1-90

Anthony J. Chite
Notary Public

ANTHONY F. CHITE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

CAROLE ANN CLASSING

Plaintiff

VS

VALENTINE WALTER CALSSING

Defendant

In the

Circuit Court

for

Carroll County

Case No. CV 3636

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 8th day of January, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Carole Ann Classing, be and she is hereby granted an Absolute Divorce from the Defendant, Valentine Walter Classing; and

It is further ORDERED that the Voluntary Separation and Marital Settlement Agreement by and between the parties hereto, dated September 17, 1987, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the name of the Plaintiff, Carole Ann Classing, be and the same is hereby changed to Carole Ann Harry, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Counter Claim filed in this cause, be and it is hereby dismissed; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
JAN 6 4 10 PM '88
CLERK

VOLUNTARY SEPARATION AND
MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 17 day of Sept., Nineteen Hundred and Eighty-seven, by and between VALENTINE WALTER CLASSING, whose present mailing address is 5511 Wertz Road, Hampstead, MD 21074, hereinafter called "Husband", and CAROLE ANN CLASSING, whose present mailing address is 214 Church Road, Reisterstown, MD 21136, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 4th day of July, 1984.

The parties have mutually agreed to voluntarily separate and did so on January 13, 1986, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on January 13, 1986.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had

PL. EXHIBIT No. 1

- 2 -

never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency, until a final divorce is effected.

INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

WAIVER OF ALIMONY

(5) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of past, present and future support for herself, it being her express intention to waive, release and surrender any past, present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

- 3 -

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of past, present and future support for himself, it being his express intention to waive, release and surrender any past, present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(6) The parties agree that the double bed bedroom suite shall be the sole and separate property of the Wife. Any and all other personal property, furnishings, appliances, etc., acquired by the parties during the marriage shall be the sole and separate property of the Husband.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

REAL ESTATE

(7) The parties own as Tenants by the Entireties the real property and improvements known as 5511 Wertz Road, Hampstead, Maryland 20174 (marital home). Upon payment by Husband to Wife of the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), Wife shall convey her interest in the marital home to Husband. Said payment and transfer shall occur within ninety days of the date of this Agreement and all costs of transfer shall be borne by Husband. In the event Husband shall fail through his own negligence to make said payment within said period of time, Wife shall be entitled to file suit in the Circuit Court for Carroll County to specifically enforce this provision, and Husband shall be responsible for all Court costs, attorney's fees, and suit money incurred by Wife in conducting said suit, provided, however, that Wife shall grant any reasonable extensions made necessary by the lending institution financing this transaction.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,
STOCKS, AND OTHER MONETARY ASSETS

(8) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been hereto-

- 4 -

fore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(9) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth. Wife and Husband covenant and agree to waive and release each other for any and all debts contracted individually since January 13, 1986.

WAIVER OF RIGHTS

(10) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or

- 5 -

personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(11) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(12) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(13) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements hereinset forth with respect to the transfer of the real and tangible personal property herein described only.

- 6 -

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(14) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(15) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(16) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

SEVERABILITY

(17) It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

VOLUNTARY EXECUTION

(18) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit

- 7 -

and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24 day of August, Nineteen Hundred and Eighty-seven.

WITNESS

Valentine Walter Classing (SEAL)
VALENTINE WALTER CLASSING

WITNESS

Carole Ann Classing (SEAL)
CAROLE ANN CLASSING

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 24 day of August, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared VALENTINE WALTER CLASSING, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Linda Duvings
Notary Public - Commission Expires 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 24 day of August, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CAROLE ANN CLASSING, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Linda Duvings
Notary Public - Commission Expires 7/1/90

DONALD I. HAUF, JR. : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
MERLDINE F. HAUF : CARROLL COUNTY
Defendant : CASE NO. CV4898

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 11th day of January 1988, that the Plaintiff, DONALD I. HAUF, JR. be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MERLDINE F. HAUF; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 1, 1983 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke R. Burns JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
JAN 11 9 29 AM '88
LAWRENCE L. LITLEY
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 1st day of December, 1983, by and between MERLDINE F. HAUF, ("Wife") and DONALD I. HAUF, ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 23, 1973, in Howard County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since October 28, 1983, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the

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other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interest incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried. However, in the event that the Husband dies before June 1, 1984, the Wife shall be entitled

to receive from the Husband's estate the home located at 3263 Charmil Drive, Manchester, Maryland 21102, free and clear of the existing liens at the time of the signing of this agreement. The balance of Husband's estate shall be distributed to his designated heirs. In the event that the Wife dies before June 1, 1984, the Wife agrees that her entire estate shall be distributed to her Husband with the exception of the sum of \$19,000.00, said sum representing wife's inheritance. There is currently an outstanding loan from Wife to her brother, Everett A. Wurst, in the amount of \$8,000.00, and in the event that brother shall repay this loan to Wife prior to June 1, 1984, then, in that event, the sum of \$19,000.00 payable by Husband to Wife's heirs as aforesaid shall be increased to the sum of \$27,000.00, payable by Husband to Wife's estate, in the event that she dies before June 1, 1984.

3. ALIMONY

Husband and Wife hereby waive any right each may have as to alimony.

4. LIFE INSURANCE AND HEALTH INSURANCE

Husband hereby agrees to maintain and keep in effect any life insurance policies or health insurance policies he currently has with Wife as beneficiary through his place of employment or elsewhere and said policies will remain in effect with Wife as beneficiary until the parties are divorced.

5. PERSONAL PROPERTY

Husband and Wife have agreed to divide between themselves, to their mutual satisfaction, all articles of personal property which have heretofore been used by them in common, including personal effects, household furniture and furnishings,

and each party agrees that the other shall retain absolute ownership and possession of his or her own separate property, and neither party shall assert any claim to any item of personal property which the other has ownership of, by virtue of this Agreement or otherwise. The Wife shall maintain full possession and ownership of the following: the 1983 Toyota, said car being subject to a lien in which the husband agrees to pay fully himself and further Husband agrees to indemnify Wife for any default in said payments on the 1983 Toyota. The Husband shall maintain full possession and ownership of the 1978 Toyota vehicle which is currently paid for.

6. MARITAL HOME

The parties own as tenants by the entireties, improved premises in Carroll County known as 3263 Charmil Drive, Manchester, Maryland 21102. The home is currently subject to a mortgage. The Wife agrees to transfer her entire interest in said property to the Husband on June 1, 1984, and Husband agrees to be responsible fully for the mortgage payments outstanding on said home. Husband agrees to indemnify Wife for any default in said mortgage payments and hold her harmless therefor. In the event that Husband desires not to take ownership of the home on June 1, 1984, then, in that event, Wife shall have the option to purchase husband's interest in said home at the price of \$13,500. In the event that Wife conveys her interest in the home to Husband on or about June 1, 1984, Wife shall have the right of first refusal to purchase said home from Husband for a period of five (5) years after the conveyance of Wife's interest to Husband at the fair market value of said property.

7. DEBTS

Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they

contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

8. INCOME TAX RETURNS

Husband and Wife agree to file joint income tax returns to the State and Federal Governments for the year 1983 and Husband and Wife agree to divide equally any refund or pay equally any amount due the Federal or State Government. For the tax year 1984, Husband and Wife agree to file separate tax returns to the Federal and State Government whether they are married or not. Husband agrees to indemnify and hold harmless Wife for any tax audits held by either the State or Federal Governments for any years prior to ¹⁹⁸⁴ ~~1983~~ in which the Federal or State Government determines that the Husband and Wife owe previous taxes for those years.

9. LUMP SUM PAYMENT

Husband and Wife agree that Husband will pay Wife the sum of \$36,000.00 on June 1, 1984, representing her entire interest in all marital property.

10. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all cause of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or not has against the other, except any or all cause or causes

of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

11. COUNSEL FEES; COURT COSTS

Husband and Wife agree that they will equally divide any attorney's fees and court costs attributable to the preparation and drafting of this Agreement and the obtaining of a divorce by either party.

12. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable required to effectuate the purposes of this Agreement.

B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

C. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was advised to seek legal representation and the Wife has consulted with Allan G. Iannaccone.

D. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

E. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

F. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Laura F. Winger

Merleline F. Hauf (SEAL)
MERLELINE F. HAUF

Donald E. Hauf III

Donald E. Hauf (SEAL)
DONALD E. HAUF

KATHLEEN SUSAN NARRON
COUNTER-PLAINTIFF

VS.

JOHN CLINTON NARRON
COUNTER-DEFENDANT

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* CASE NO.: 2698CV
*

JUDGMENT OF DIVORCE

The above captioned matter having come on for trial on December 14, 1987, and testimony having been taken, it is this 14th day of December, 1987, by the Circuit Court for Carroll County, ADJUDGED, ORDERED and DECREED that the above named Counter-Plaintiff, Kathleen Susan Narron, be and she is hereby granted an Absolute Divorce from the Counter-Defendant, the said John Clinton Narron.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED:

1. That the Pendente Lite Custody Order of this Court dated July 1, 1986 shall remain in effect, with the Counter-Plaintiff having the continued care and custody of the parties' two minor children, namely John Thomas Narron and Kevin Clinton Narron, subject to further order of this Court.

2. That husband's right to visitation with the children of the parties is to be as follows, subject to further Order of this Court:

A. Husband to have children on alternating weekends from Friday at 5:00 P.M. until Monday, A.M. beginning with Friday, December 18, 1987.

B. Husband is to have visitation with children on Wednesday evenings from 5:00 P.M. until 7:30 P.M.

7th 12 1987

CLERK OF COURT
CARROLL COUNTY, MD

C. That for the Christmas Holiday, 1987, husband is to have visitation with the children from Wednesday, December 23, 1987 at 5:00 P.M. until Friday, December 25, 1987 at 5:00 P.M.


D. That for the New Year Holiday, 1987--1988, wife will have the children through January 1, 1988 at 5:00 P.M. Husband will then have the children for the usual weekend visit.

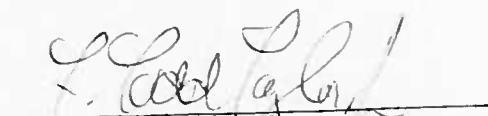
3. That the matter of child custody is to be referred to the Department of Social Services for an investigation, report and recommendation.

4. That all other issues as to child custody, support, attorney's fees, marital property, costs, etc., are held sub curia, subject to further order of this Court.


 Ronald J. Gilmore
 JUDGE

Approved As To Form and Content


 A. Ronald Rubin


 F. Todd Taylor, Jr.

PHYLLIS L. ROOP
 Plaintiff
 vs
 ROBERT SCOTT ROOP
 Defendant

In the
 Circuit Court
 for
 Carroll County
 Case No. CV 4679

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 19th day of January, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Phyllis L. Roop, be and she is hereby granted an Absolute Divorce from the Defendant, Robert Scott Roop; and

It is further ADJUDGED and ORDERED that the Plaintiff, Phyllis L. Roop, be and she is hereby awarded the guardianship and custody of Kitty Ann Roop and Timothy Scott Roop, the minor children of the parties hereto, with the right unto the Defendant, Robert Scott Roop, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Separation Agreement by and between the parties hereto, dated October 29, 1984 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland, 21157, the sum of \$40.00 per week for Kitty Ann Roop, the minor child of the parties hereto, pursuant to Paragraph 3 of said Agreement, and in

addition thereto, shall maintain reasonable hospitalization and medical insurance for the minor children pursuant to Paragraph 4 of the Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that a judgment for the arrearage in child support payments of \$1,520.00 and medical expenses paid by Plaintiff in the amount of \$138.00, for a total of \$1,658.00, be and the same is hereby entered in favor of Phyllis L. Roop, Plaintiff, and against Robert Scott Roop; and

It is further ORDERED that the name of the Plaintiff, Phyllis L. Roop, be and the same is hereby changed to Phyllis Lee Pineda, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Pat K. Burns
Judge

THIS AGREEMENT, made this 29th day of October, 1984, by and between PHYLLIS L. ROOP, hereinafter called "Wife", party of the first part, and ROBERT SCOTT ROOP, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 15, 1974, in Westminster, Maryland. One (1) child was born to them as a result of the marriage; namely, KITTY ANN ROOP, born June 12, 1975. In addition, two (2) children were born to the Wife during a previous marriage, and subsequently adopted by the Husband herein; namely, TIMOTHY SCOTT ROOP, born January 21, 1970, and MICHAEL NEIL ROOP, born July 20, 1967.

On August 24, 1984 the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective rights, the custody and support of their minor children and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since August 24, 1984, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Wife shall have the care and custody of the minor children of the parties hereto, MICHAEL NEIL ROOP, TIMOTHY SCOTT ROOP and KITTY ANN ROOP, with the right and privilege unto Husband to visit with and have said children at all reasonable times. Husband shall pay unto Wife the sum Forty Dollars (\$40.00) per week for the maintenance, education, care and general welfare of their minor child, KITTY ANN ROOP. Said payments shall cease and terminate upon the first to occur of anyone of the following events as to such child: (a) arrival at age of majority; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

4. Husband agrees to carry and keep in force reasonable hospitalization and medical insurance on the Wife until the date of any Order of Divorce that may be entered between the parties hereto. In addition, Husband shall carry and keep in force reasonable hospitalization and medical insurance for the benefit of the parties' children, Michael Neil Roop, Timothy Scott Roop, and Kitty Ann Roop. Husband's obligation under this paragraph with respect to each child shall cease and terminate upon the

first to occur of any one of the following events as to any such child: (a) arrival at age of majority; (b) marriage; (c) becoming self-supporting; or (d) death of said child or Husband.

5. Husband hereby agrees that Wife shall own, have and enjoy, independent of any claim or right of Husband, all furniture, household goods and furnishings of the marriage as well as all of the wearing apparel, personal ornaments and other personal property belonging to the Wife, and now in her possession, custody or control.

6. Wife hereby agrees that Husband shall own, have and enjoy, independent of any claim or right of Wife all furniture, household goods and furnishings of the marriage as well as all of the wearing apparel, personal ornaments and other personal property belonging to the Husband, and now in his possession, custody or control.

7. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1973 Buick, currently being driven by and in the possession of the Wife, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title.

8. Wife hereby transfers and assigns unto Husband all of her right, title and interest in and to the 1977 Thunderbird currently being driven by and in the possession of the Husband, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Husband shall pay the cost, if any, for the transfer of title.

9. Husband agrees to carry and keep in force in amounts of at least the legal minimum and pay all premiums for automobile insurance on the 1973 Buick being transferred to the ownership of the Wife until the date of any Order of Divorce that may be entered into between the parties hereto.

10. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth, or except as may be agreed upon hereafter between the parties hereto by way of support, maintenance, and education of the minor children or as may be fixed by some Court of competent jurisdiction by way of support, maintenance, and education of said minor children.

11. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support and maintenance, whether past, present or future.

12. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

13. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Courts and Judicial Proceedings, Sections 3-6A-01 through 3-6A-08, any amendments thereto, saving and excepting any right, title, claim or interest, direct or indirect that Wife shall have in any pension, retirement, profit sharing fund or annuity of the Husband, past, present and future, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to

any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, saving and excepting any right, title, claim or interest direct or indirect that Wife shall have in any claim to any pension, retirement, profit sharing fund or annuities, past, present or future and including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

14. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

15. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall

fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

16. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

17. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

18. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto the day and year first hereinbefore written.

Phyllis L. Roop (SEAL)
Witness: PHYLLIS L. ROOP

Robert Scott Roop (SEAL)
Witness: ROBERT SCOTT ROOP

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of October, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PHYLLIS L. ROOP and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act and deed.

AS WITNESS my hand and Notarial Seal.



Kim Van Airsdale
Notary Public
My commission expires July 1, 1986

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of October, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT SCOTT ROOP and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, particularly with respect to the voluntary separation of the parties, are true and correct as therein stated and acknowledged said Agreement to be his act and deed.

AS WITNESS my hand and Notarial Seal.



Kim Van Airsdale
Notary Public
My commission expires July 1, 1986

MARGARET L. DIEHL	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LAWRENCE (LAWRENCE) P. DIEHL	:	Carroll County
Defendant	:	Case No. CV 4691

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 19th day of January, Nineteen Hundred and Eighty-~~seven~~^{Eight}, that the above-named Plaintiff, Margaret L. Diehl, be and she is hereby granted an Absolute Divorce from the Defendant, Lawrence P. Diehl; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated April 27, 1987 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the name of the Plaintiff, Margaret L. Diehl, be and the same is hereby changed to Margaret Luella Baublits, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

John K. Baum
Judge

FILED
JAN 19 1988
MD
REC-104

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 27th day of April,
1987 by and between MARGARET LUELLA DIEHL, hereinafter called
"Wife", party of the first part, and LAWRENCE PATRICK DIEHL,
hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties hereto were married on the 11th day of February,
1956, in Baltimore County, Maryland, by a religious ceremony.
Four children were born as a result of this marriage, all of whom
are now emancipated.

On the 4th day of September, 1986, the parties hereby
mutually agreed voluntarily to separate and to live separate and
apart in separate places of abode without any cohabitation, with
the intention of terminating the marriage, and they have con-
tinued to do so. The parties deem it in their best interest to
enter into this Agreement to formalize said voluntary separation,
to settle their respective rights and all other matters growing
out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and the
mutual covenants and understandings of each of the parties, said
parties hereby covenant and agree as follows:

Separation. The parties having heretofore mutually agreed
to separate and voluntarily live separate and apart from one
another without any cohabitation, they hereby expressly agree to
continue to do so. Neither of the parties shall interfere with
or molest the other, nor endeavor in any way to exercise any

marital control or right over the other or to have any marital
relations with the other or to exert or demand any right to
reside in the home of the other.

Nothing contained in this Agreement shall be construed as a
waiver by either of the parties of any grounds of divorce which
either of them may now or hereafter have against the other, the
same being hereby expressly reserved.

Waiver of Alimony. In consideration of the provisions con-
tained herein for the respective benefit of the parties and other
good and valuable consideration, each party releases and waives
unto the other any claim or right to temporary or permanent ali-
mony, support or maintenance, whether past, present or future.

Personal Property. Each of the parties transfers and
assigns unto the other all of their respective right, title and
interest in and to such of the household furniture, equipment,
ornaments, linens, china, silverware and other household chattels
which the parties now have in their respective possession.

Debts. Each party shall hold harmless and indemnify the
other against any and all liability in connection with such of
said bills and debts as he or she is obligated to pay hereunder.
From the date of this Agreement, neither party shall pledge the
credit of the other or incur any debt or obligation which may be
chargeable to the other.

Counsel Fees and Court Costs. Husband and Wife covenant
and agree that each shall pay his or her own attorney's fees and

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court costs arising out of this Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

Mutual Release. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action (including any rights or claims which may now or hereafter exist with respect to the Annotated Code of Maryland, Family Law, § 8-201 through 8-213, which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successors or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right (including any rights or claims which may now or hereafter exist with respect to the Annotated Code of Maryland, Family Law, §8-201 through 8-213), title, claim or interest direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and

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widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Further Assurance. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or to execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

Incorporation in Decree. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that

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regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement shall survive said Decree and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns for all time.

Modification or Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver or any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

Waiver of Counsel. The Husband hereby agrees and acknowledges that he has had the opportunity to obtain legal counsel to advise him of his rights and obligations under this Agreement, but chose not to do so and hereby declares that he is fully satisfied with this Agreement having had ample time to reach and assimilate its contents. Both parties hereto further agree and acknowledge that this Agreement contains specific terms and provisions that they each declare and adopt by their signatures hereto.

Integration Clause. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

LAW OFFICES
LEONARD & KNIGHT
SUITE 318
34 MARKET PLACE
BALTIMORE, MARYLAND
21202
(301) 727-6633

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Controlling Law. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement, the day and year first above written.

WITNESS:

Julio D. Leonard Margaret Luella Diehl (SEAL)
MARGARET LUELLA DIEHL

Mary Alice Feacy Lawrence Patrick Diehl (SEAL)
LAWRENCE PATRICK DIEHL

STATE OF MARYLAND, Carroll County, to wit:

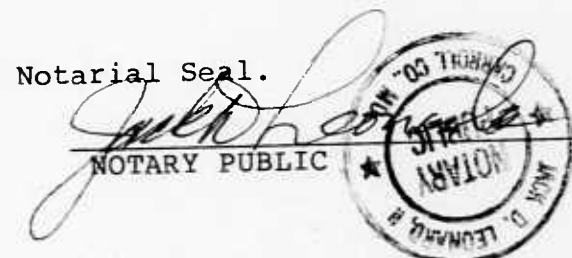
I HEREBY CERTIFY that on this 27th day of April, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared, MARGARET LUELLA DIEHL, known to me to be the person whose name is subscribed to the within instrument, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true; and further acknowledged that she executed said Agreement for the purposes therein contained as her free and voluntary deed and act.

AS WITNESS my hand and Notarial Seal.

LAW OFFICES
LEONARD & KNIGHT
SUITE 318
34 MARKET PLACE
BALTIMORE, MARYLAND
21202
(301) 727-6633

My Commission Expires:

July 1, 1990



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STATE OF MARYLAND, County of Carroll, to wit:
 I HEREBY CERTIFY that on this 24th day of April,
 1987, before me, the subscriber, a Notary Public of the State and
County aforesaid, personally appeared, LAWRENCE PATRICK
 DIEHL, known to me to be the person whose name is subscribed to
 the within instrument, and made oath in due form of law that the
 matters and facts set forth in the foregoing Agreement are true;
 and further acknowledged that he executed said Agreement for the
 purposes therein contained as his free and voluntary deed and
 act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1990



LAW OFFICES
 LEONARD & KNIGHT
 SUITE 318
 34 MARKET PLACE
 BALTIMORE, MARYLAND
 21202
 (301) 727-6633

KAREN MOORE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JAMES R. MOORE	:	Carroll County
Defendant	:	Case No. CV 4609

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by
 the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of January,
 Nineteen Hundred and Eighty-Eight, that the above-named Plaintiff,
 Karen Moore, be and she is hereby granted an Absolute Divorce from
 the Defendant, James R. Moore; and

It is further ORDERED that the Voluntary Separation and Property
 Settlement Agreement by and between the parties hereto, dated
 December 31, 1980 and filed in this cause of action, be and it is
 hereby approved and made a part hereof as if fully set forth herein;
 and

It is further ORDERED that the Plaintiff pay the costs of
 these proceedings.

John K. Bunn
 Judge

RECEIVED IN
 CIRCUIT COURT
 CARROLL CO., MD
 JAN 21 10 25 AM '88
 LARRY M. SHIPLEY
 CLERK

818-64-3002 James Richard Moore
216-70-2390 KAREN Leigh Moore

BOOK 32 PAGE 859

VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 31st day of December, 1980, by and between KAREN MOORE ("Wife") and JAMES R. MOORE ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on March 19, 1977, in Carroll County, Maryland. No children were born as a result of this marriage.

Differences have arisen between the parties and they are now and have been since May 11, 1980, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

I. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

II. RIGHTS INCIDENT TO MARRIAGE RELATION & RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including

BOOK 32 PAGE 860

all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794 (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

III. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

IV. HEALTH INSURANCE

That the Husband agrees to retain Wife on his health insurance policy until a final divorce has been granted; thereafter, the parties shall be responsible for health insurance coverage independently.

V. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

VI. DEBTS

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the

the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations. The Wife shall be responsible for the balance on the VISA charge account.

VII. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of actions, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

VIII. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

IX. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party so instituting said divorce proceedings shall be responsible for all court costs and master's fees.

X. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives,

and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS Betty S. Ennis Karen Moore (SEALS)
KAREN MOORE

WITNESS James R. Moore (SEALS)
JAMES R. MOORE

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 22 day of January, 1980, the above-named KAREN MOORE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with

respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Betty S. Enns
NOTARY PUBLIC

My Commission Expires: 7/1/82

STATE OF ~~Pennsylvania~~ ^{York}, to wit:

I HEREBY CERTIFY that on this 31st day of December, 1980, the above-named JAMES R. MOORE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Mary A. Ambaugh
NOTARY PUBLIC

My Commission Expires: ~~7/1/82~~ 4-17-82

MARY A. AMBAUGH, NOTARY PUBLIC
My Commission Expires April 17, 1982
YORK, YORK COUNTY, PA.

JANET LOUISE EVANICK

Plaintiff

vs.

GEORGE THOMAS EVANICK, SR.

Defendant

IN THE

CIRCUIT COURT

FOR

CARROLL COUNTY

CASE NO. CV 2093

* * * * *

JUDGMENT OF DIVORCE

The captioned matter having come on for hearing on January 8, 1988, testimony having been taken, and the premises having been considered, it is, therefore, this 21st day of January, 1988, by the Circuit Court for Carroll County,

ORDERED that the Plaintiff, JANET LOUISE EVANICK, be, and she is hereby, granted an Absolute Divorce from the Defendant, GEORGE THOMAS EVANICK, SR.; and it is further

ORDERED that the issues of alimony and attorney fees are hereby reserved for future consideration and decision by the Court; and it is further

ORDERED that the Order of this Court dated May 14, 1986, setting alimony pendente lite in the amount of One Hundred Dollars (\$100.00) per week, shall remain in full force and effect pending final resolution of the alimony issue.

APPROVED:

John Ellinghaus-Jones
JOHN ELLINGHAUS-JONES
Attorney for Plaintiff

Richard B. Bunn
- JUDGE -
Stephen P. Hoxby
STEPHEN P. HOXY
Attorney for Defendant

RECEIVED IN

RITA SACHETTI
Plaintiff

v.

JOSEPH B. SACHETTI, JR.
Defendant

* IN THE
* CIRCUIT COURT
* FOR
* CARROLL COUNTY
* Case No. CV 3828

JUDGMENT OF DIVORCE

This cause coming on for Hearing on the Plaintiff's Complaint for Divorce, testimony having been taken on October 15, 1987, in the Circuit Court for Carroll County, it is this 21st day of January, 1988, by the Circuit Court for Carroll County, ADJUDGED, ORDERED AND DECREED, that RITA SACHETTI, Plaintiff, is granted an ABSOLUTE DIVORCE from the Defendant, JOSEPH B. SACHETTI, JR.

IT IS FURTHER ORDERED, that the Plaintiff, RITA SACHETTI, is hereby granted the care and custody of the three (3) minor children of the parties, Joseph B. Sachetti, III, Jill Marie Sachetti and Jonathan Sachetti, with the Defendant paying child support and maintenance beginning November 1, 1987, in the total amount of Four Hundred and Fifty Dollars (\$450.00) per month, (\$150.00 per child). Beginning November 1, 1988, the Defendant shall pay a total of Four Hundred Dollars (\$400.00) per month for support and maintenance of the minor children (\$133.33 per child). Beginning November 1, 1989, the Defendant shall pay a total amount of Three Hundred and Fifty Dollars (\$350.00) per month for the support and maintenance of the minor children (\$116.66 per child). Beginning November 1, 1990, the Defendant

2.

shall pay Three Hundred and Thirty-three Dollars and Thirty-three Cents (\$333.33) per child per month for a total of One Thousand Dollars (\$1,000.00) per month. All child support payments to be paid through the Bureau of Support Enforcement, and the Defendant shall have reasonable rights of visitation.

IT IS FURTHER ORDERED, that the Defendant, JOSEPH B. SACHETTI, JR., pay unto the Plaintiff, RITA SACHETTI, for her support and maintenance as alimony beginning November 1, 1987, a total of Nine Hundred and Fifty Dollars (\$950.00) per month; beginning November 1, 1988, a total of Nine Hundred Dollars (\$900.00) per month in alimony; and beginning November 1, 1989, a total of Eight Hundred and Fifty Dollars (\$850.00) per month in alimony, which shall cease on October 31, 1990. All alimony payments shall be paid through the Bureau of Support Enforcement.

IT IS FURTHER ORDERED, that the Plaintiff shall have exclusive use and possession of the "Family Home" at 6118 Rollingview Drive, Eldersburg, Maryland 21784, so long as a minor child (less than eighteen years of age) continues to reside therein with the Plaintiff, remarriage of the Plaintiff or cohabitation by the Plaintiff with another as if married. The Plaintiff shall have the first right to purchase the "Home" at the lesser of \$60,000.00 or 40% of the fair market value within three (3) years from the date of Divorce. Plaintiff shall have the first to so purchase after three (3) years from the date of Divorce for the lesser of \$80,000.00 or 40% of the fair market value. In the event of sale to another, husband's interest to be

3.

determined as if purchased by wife (i.e. 40% or \$60,000.00 within three (3) years, 40% or \$80,000.00 thereafter; Wife to receive 60% of net proceeds if sale occurs.) The net proceeds of sale mean such sums as remain after deducting from the gross sales prices (a) any broker's commissions and/or attorneys' fees incurred in connection with the sale; (b) all seller's expenses of sale and closing costs; (c) the principal, accrued interest, and any prepayment penalty due on the mortgage, and (d) any fix-up and repair costs required by any lender in order to consummate sale of the property. ^{Wife shall receive sixty percent (60%) of net proceeds of and when sale of marital home occurs.}

IT IS FURTHER ORDERED, that the Plaintiff shall be solely responsible for any and all expenses associated with the aforesaid "Family Home", including, but not limited to, mortgage payments and interest thereon, utilities, insurance, and taxes, and she shall hold the Defendant harmless therefrom.

IT IS FURTHER ORDERED, that the Plaintiff, RITA SACHETTI, shall receive a monetary award in the amount of Ten Thousand Dollars (\$10,000.00) from the Defendant's proceeds of sale or purchase of the "Home" which is in lieu of any right, title and interest in the Defendant's Deferred Income Retirement Plan, savings, or any other personalty, said sum not to bear interest.

IT IS FURTHER ORDERED, that the Plaintiff shall receive all right, title and interest in and to one hundred and fifty-one shares of The Stanley Works stocks which are currently in her possession with the Defendant executing all documents necessary for transfer of same unto the Plaintiff.

4.

IT IS FURTHER ORDERED, that the Defendant, JOSEPH B. SACHETTI, JR., shall maintain medical and dental insurance for the benefit of any child of the parties so long as he is responsible for the support of any such child as allowable under the terms of the policy; and that the Defendant shall pay as same are incurred all medical and dental expenses for the children which are not covered by insurance.

IT IS FURTHER ORDERED, that the Defendant, JOSEPH B. SACHETTI, JR., shall maintain medical and dental insurance for the benefit of the Plaintiff until October 31, 1990, or her remarriage, with the Plaintiff being responsible for the initial deductible requirement.

IT IS FURTHER ORDERED, that the Defendant, JOSEPH B. SACHETTI, JR., shall maintain his current life insurance policies through his employer and John Hancock Life Insurance Company with the children as his beneficiaries as long as he is responsible for the support of any minor child of the parties or so long as he is responsible for college expenses as hereinafter set forth.

IT IS FURTHER ORDERED, that the Defendant shall contribute an amount equal to one-half (1/2) of the actual college expenses of each child who shall as a full time student attend college; to include tuition, room and board up to one-half (1/2) the costs charged by the University of Maryland at its College Park campus to in-state students; for a period of no more than four (4) years per child.

IT IS FURTHER ORDERED, that all personal property in the Plaintiff's possession shall remain hers, free and clear of any rights of the Defendant, with the exception of the stereo, a mirror, a rocking chair and a grandfather's watch, which shall be the property of the Defendant.

IT IS FURTHER ORDERED, that the Plaintiff shall be responsible for payment of the following debts: Macy's - \$115.85; C&P Telephone - \$300.56; Baltimore Gas & Electric - \$247.40; Mastercard - \$1,857.36; Cable Television - \$56.38; Marex Corporation (oil) - \$107.15, and shall hold the Defendant harmless from same. The Defendant shall be responsible for payment of any and all existing debts not above-mentioned whether in joint names or in his individual name and shall hold Plaintiff harmless for same from hereafter. Neither party shall acquire any future or further debt in the other's name.

IT IS FURTHER ORDERED, that the Defendant shall be entitled to claim the children as dependants for Federal and State tax purposes, provided he complies with the next paragraph relative to a replacement motor vehicle.

IT IS FURTHER ORDERED, that the Defendant shall, on or before 1/8/88 effectuate the purchase of a 1986 executive vehicle from his employer (approximate purchase price of \$3,500.00), the Defendant to pay the first \$2,750 of said purchase price and the Plaintiff to relinquish to the Defendant her possession of and interest in the motor vehicle currently in her possession

(anticipated trade for said 1986 vehicle); provided further that the Defendant may fulfill his obligation hereunder by, on or before 1/8/88, tendering to the Plaintiff the title to the motor vehicle currently in the possession of the Wife and the sum of \$2,750.00.

IT IS FURTHER ORDERED, that the Defendant shall pay any and all open costs of these proceedings.

IT IS FURTHER ORDERED, that if the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to Earnings Withholding; and

(a) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as the Support Order is in effect; and

(b) Failure to comply with paragraph (a) of this subsection will subject the Defendant to a penalty not to exceed \$250.00, and may result in the Defendant not receiving notice of proceedings for Earnings Withholding.

Rek K. Burns
JUDGE

APPROVED AS TO FORM:

Lisa Lynn Mervis
LISA LYNN MERVIS

William H. Morstein
WILLIAM H. MORSTEIN

BOOK 32 PAGE 871

KAREN B. ELBERSKIRCH : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
BERNARD T. FEEZER : CARROLL COUNTY
Defendant : CASE NO. CV3995

JUDGMENT OF LIMITED DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 21st day of January, 1988, that the Plaintiff, KAREN B. ELBERSKIRCH, be and she is hereby granted a LIMITED DIVORCE from her husband, the Defendant, BERNARD T. FEEZER; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke K. Burns
JUDGE

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
JAN 21 10 24 AM '88
LARRY W. SHIPLEY
CLERK

BOOK 32 PAGE 872

GLENN PAUL REEDY : In the
Plaintiff : Circuit Court
vs. : for
LU ANNE REEDY : Carroll County
Defendant : Case No. CV 4085

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 21st day of January, Nineteen Hundred and Eighty-Eight, that the above-named Plaintiff, Glenn Paul Reedy, be and he is hereby granted an Absolute Divorce from the Defendant, Lu Anne Reedy; and

It is further ADJUDGED and ORDERED that the Defendant, Lu Anne Reedy, be and she is hereby awarded the guardianship and custody of Rebecca Anne Reedy and Daniel Glenn Reedy, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 10, 1985, except as to the provision for child support, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED and ORDERED that the Plaintiff shall have visitation privileges with the minor children of the parties pursuant to Paragraph 6 of said Agreement, subject to the further Order of this Court; and

JAN 21 10 24 AM '88

LARRY W. SHIPLEY
CLERK

It is further ADJUDGED and ORDERED that the Plaintiff pay direct unto the Defendant the sum of \$50.00 per week per child, for a total of \$100.00 per week, toward the support of the minor children of the parties, subject to the further Order of this Court;

And it is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Julie K. Burns
Judge

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this *13* day of *October*, 1985, by and between GLENN PAUL REEDY, Party of the first part, of Frederick County, State of Maryland, hereinafter referred to as the Husband, and LU ANNE REEDY, Party of the second part, of Frederick County, State of Maryland, hereinafter referred to as the Wife.

WHEREAS, the parties were married on or about February 4, 1978 by a religious ceremony in Howard County, State of Maryland; and

WHEREAS, as a result of this marriage, two (2) children were born, namely: REBECCA ANNE REEDY, born September 30, 1979, and DANIEL GLENN REEDY, born September 17, 1982, with the minor children being in the care and custody of the wife, who is a fit and proper person to have the care and custody of the minor children; and

WHEREAS, as a result of the irreconcilable differences existing between them, the said Husband and the said Wife have heretofore mutually and voluntarily agreed to separate and to live separate and apart effective *13th October 1985*, and that the said separation was made with the intent of ending the marital relationship; and

WHEREAS, the parties desire to enter into this Agreement and in consideration of these premises and the mutual covenants and agreements of the parties hereto, the said Husband and the said Wife do hereby covenant and agree as follows:

NOW THEREFORE this Agreement witnesseth;

1. THAT the said parties hereto shall be free from interference, authority and control directly or indirectly by the other as fully as if unmarried, each may manage in any employment, business or profession which he or she may desire, and the said parties will

Pl. Exhibit No. _____

LuAnne Reedy
10/13/85

10/13/85
Glenn Paul Reedy

not in any manner whatsoever molest, harass, disturb, malign, annoy, restrain, use any violence towards each other or in any manner interfere with the other's liberty.

2. THAT the said Wife, LU ANNE REEDY does hereby waive any and all claims to alimony pendent lite, as well as permanent alimony, both past, present and future, or any other claims she may now have, ever had or will have in the future against her said Husband, GLENN PAUL REEDY, in any Court, whether Civil, Criminal or in Equity.

3. IN CONSIDERATION of the premises and other good and valuable considerations, the receipt of which each of the parties do hereby acknowledge, the parties hereto, Husband and Wife, do hereby waive, renounce and give up any and all claims which one or the other may have to alimony, support and maintenance, whether temporary or permanent, past, present or future or any claims each may have against the other, in any Court whether Civil, Criminal or in Equity. Each party does likewise waive all right of dower or curtesy in and to the property now owned by the other, if any, or any property to be acquired in the future, and they do each hereby covenant and agree to execute such other documents of the same as may be necessary to effectuate the same.

4. IT IS AGREED and understood between the parties that in regard to all of the household furnishings, furniture and fixtures currently located at the Family Home at 17041 Bullfrog Road, Emmitsburg 21727, Maryland, that the Wife shall receive all of the furniture, furnishings and fixtures in said Family Home, with the Husband receiving all of the household items that are attached hereto as "Schedule A". They both agree that neither shall make a claim on the other as to household furniture, furnishings and fixtures they will possess after the Husband receives the items set forth in

LuAnne Reedy 10/13/85

"Schedule A": After this division is made, with the Husband receiving the items set forth in "Schedule A", the Husband agrees that the Wife shall own, have and enjoy, independently of any claim or right of the Husband, all wearing apparel, personal ornaments or other personal property belonging to the Wife which would then be in her possession, custody or control. Similarly, the Wife agrees that the Husband shall own, have and enjoy, independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other property belonging to the Husband which would then be in his possession, custody or control.

5. The passage of Article 16, Section 28, (as Amended Annotated Code of Maryland, gives the Courts of Maryland the right to modify the provisions of any agreement with regard to the issue of alimony unless the agreement specifically states and its provisions are not modifiable. Therefore, pursuant to this Article and Section, no provision of this Agreement dealing with the issue of alimony shall be modifiable by any Court of this State. This Agreement shall be construed in accordance with the Laws of the State of Maryland.

6. Until such time as a Court of competent jurisdiction shall award exclusive care, custody and control of the said minor children of the marriage, the Wife shall have the care, custody and control of the said minor children of the marriage, with the right reserved unto the Husband to have unrestricted visitation with the said minor children at any and all reasonable times. The parties hereto mutually agree that the Husband shall at his option visit with the said minor children from 6:00p.m. until 10:00p.m. on succeeding Tuesdays, and on each weekend from Friday at 6:00p.m. until Saturday at 6:00p.m., excepting that on alternating weekends visitation is to be extended until 6:00p.m. on Sunday. All

10/13/85 *LuAnne Reedy*

other visitation is to be made by mutual arrangements between the parties. Should the Husband be required to seek legal advice and assistance and to seek judicial relief to enforce the visitation provisions of this agreement, then in that event he shall be entitled to recover the reasonable value of such legal services and Court costs upon judicial determination that the Husband has reasonable grounds to require him to seek legal representation and/or file an action in Court, regardless of the outcome of such litigation.

7. The Husband agrees to pay unto the Wife, for the support and maintenance of the minor children, the sum of Twenty-Five Dollars (\$25.00) per week for the support of each of the said minor children. The first payment of child support shall be on the first Monday next, after the signing of this Agreement. Child support payments shall terminate on the first to occur of any of the following events in reference to the said minor child:

- (a) Arrival at age eighteen;
- (b) Marriage;
- (c) Becoming self-supporting;
- (d) Entry upon active service in the Armed Forces, or
- (e) Death of said minor child or of Husband. Said payments are subject to further order of any Court having jurisdiction over the parties hereto.

Should the Wife be required to seek legal advice and assistance and to seek judicial relief to enforce support and maintenance of this agreement, then in that event she shall be entitled to recover the reasonable value of such legal services and Court costs upon judicial determination that the Wife has reasonable grounds to require her to seek legal representation and/

10/13/85 *Julanne Rudy*

10/13/85 *Julanne Rudy*

or file an action in Court, regardless of the outcome of such litigation.

8. The Husband agrees to maintain in full force and effect, entirely at his own expense, his existing health insurance coverage or its equivalent for the benefit of said minor children as long as he is responsible for their maintenance and support, and for the benefit of the Wife for at least one year from this date with the right to terminate at any time thereafter or until such time as the parties are granted a final divorce, at his option. The parties further mutually agree that they will each pay one-half of all of the reasonable and necessary medical, dental, nursing and hospital expenses, including the costs of medicines, drugs, therapy, orthodontry, and appliances prescribed by a physician or dentist of the minor children of the parties hereto that are not covered by his hospitalization and medical insurance.

9. The parties own a residential mobile home located at 17041 Bullfrog Road, Emmitsburg, lying and situate in Frederick County, State of Maryland, subject to a first mortgage. It is agreed and understood between the parties in consideration of the mutual covenants contained herein, that hereafter the Wife shall have the right to reside exclusively in said Family Home with the minor children and during that period of time, the Husband shall not reside therein. During this period, the Wife shall be solely responsible for the payment of the monthly payments on the said mobile home, and she shall be solely responsible for the ordinary maintenance on the property, including repairs. The Wife further agrees to hold the Husband harmless and to indemnify him from the monthly payments. The Husband agrees to execute any document to effect a transfer of the title to the said mobile home at the Wife's request providing that the present mortgage or encumbrance

10/13/85 *Julanne Rudy*

10/13/85 *Julanne Rudy*

if fully satisfied or upon satisfactory proof that the said mobile home would be sold to a third party for an amount equal to or exceeding the than indebtedness, it being the intention of the Husband to transfer the ownership to the Wife when the conditions are met. The Husband agrees that he will not participate in the sale proceeds except to the extent that it will satisfy the indebtedness. The Wife further agrees that should the Husband be required to make the month~~ly~~ payments on the indebtedness, than in that event, by her execution of this agreement, she agrees that the Husband will have the exclusive right to offer the mobile home for sale and he will have the right to execute any documents on her behalf to effect the transfer of the title to the said mobile home to a bona fide purchaser for value, at private sale or public auction and to apply the proceeds, after all deductions to the satisfaction of the indebtedness on the said mobile home. Any proceeds remaining are to be distributed equally to the parties after the deduction of and reimbursement to the Husband of any payments he may have been required to make prior to the sale.

10. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause of ground which either of them may now or hereafter have against the other, and except for the rights provided of reserved in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all the right, title and interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower or next of kin, successor or otherwise, in and to any property, real or personal, that either

10/13/85
Julianne Rudy

of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any rights to receive any legal rights or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

11. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

12. With the approval of any Court of competent jurisdiction in which any divorce proceeding may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether or not said agreement or any part thereof is incorporated

10/13/85
Julianne Rudy

in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

13. Husband agrees to accept responsibility for the payment of the unpaid indebtedness through August 31, 1985, charged on Master Card, Montgomery Ward and Maryland National Accounts, and the Wife agrees to be solely responsible for any charges made by her on her behalf with the aforesaid accounts thereafter.

14. The Wife agrees to assume responsibility for the balance of a certain financial obligation due and owing to David Green and agrees to save harmless and indemnify the Husband accordingly.

15. From the date of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other.

16. Each party shall be solely responsible for his or her own respective legal fees, both in connection with this Agreement and hereafter for any domestic litigation ever instituted between the parties. Both parties hereby release each other from any obligation to pay any other or further counsel fees for him or her on his or her behalf in connection with any matter or thing whatsoever, provided further however, should either party breach this Agreement, then the other party would be entitled to recover attorney's fees and expensed which were incurred in redressing legally the breach of said Agreement.

17. It is hereby agreed and understood that the Court costs in any divorce proceeding hereinafter instituted between the parties shall be born by the moving party

10/13/85
Glenn Paul Reedy

10/13/85
Glenn Paul Reedy

18. The parties agree to share equally the right to claim the minor children on Federal and State income tax returns. The parties further agree to share equally any Federal and State income tax refund for the year 1985.

19. Each of the parties presently own a motor vehicle registered in their own names. As of the date of this Agreement each of the parties shall be responsible for the payment of insurance premiums for insurance and any taxes, tags, and leans on their respective vehicles as of the date of this agreement.

20. The Individual Retirement Account (I.R.A.) presently in the name of Glenn Paul Reedy shall be and remain the property of the Husband and the Wife renounces any interest in and to the said account.

21. This Agreement contains the entire understanding of the parties; there are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

22. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

23. A modification, waiver or novation of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

24. Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard

10/13/85
Glenn Paul Reedy

10/13/85
Glenn Paul Reedy

the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

W. Kirby Carr
Witness

Glenn Paul Reedy
GLENN PAUL REEDY

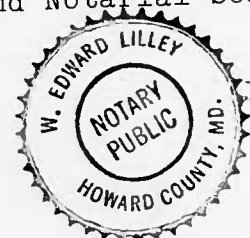
Witness

Lu Anne Reedy
LU ANNE REEDY

STATE OF MARYLAND, City/County of: Howard, to wit:

I Hereby certify that on this 10th day of October, 1985, before me, the subscriber, a Notary Public of the state of Maryland, in and for the City/County aforesaid, personally appeared Glenn Paul Reedy and he made oath in due form of law that the matters and facts set forth in the foregoing Agreement as to the mutual and voluntary separation of the parties are true and correct as therein stated, and he acknowledged the foregoing Agreement to be his act.

WITNESS my hand and Notarial Seal.



W. Edward Lilley
NOTARY PUBLIC

My Commission Expires: 7/1/86

STATE OF MARYLAND, City/County of: Carroll, to wit:

I HEREBY CERTIFY that on this 9th day of October, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared LU ANNE REEDY and she made oath in due form of law that the matters and facts set forth in the foregoing Agreement as to the mutual and voluntary separation of the parties are true and correct as therein stated, and she acknowledged the foregoing Agreement to be her act.

10/13/85
Lu Anne Reedy

10/13/85
Glenn Paul Reedy

WITNESS my hand and Notarial Seal.

Theresa S. Harris
NOTARY PUBLIC

My Commission expires: _____

Theresa S. Harris
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

10/13/85
Glenn Paul Reedy

10/13/85
Lu Anne Reedy

BOOK 32 PAGE 885

SCHEDULE "A"

Personal property of GLENN PAUL REEDY is as follows:

1. Two (2) guns and ammunition.
2. Lawn mower.
3. Weedeater.
4. Wheelbarrow.
5. Glenn's tools.
6. Chain saw.
7. Freezer.
8. Stereo.
9. One (1) set of dishes.
10. One (1) set of pots and pans.

10/13/85
Glenn Paul Reedy

10/13/85
Glenn Paul Reedy

BOOK 32 PAGE 886

STEPHEN L. ROBINSON

Plaintiff

vs

ALVERTA FRANCES ROBINSON

Defendant

In the
Circuit Court
for
Carroll County
Case No. CV 4513

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 25th day of January,
Nineteen Hundred and Eighty-eight, that the above-named Plaintiff,
Stephen L. Robinson, be and he is hereby granted an Absolute Divorce
from the Defendant, Alverta Frances Robinson; and

It is further ADJUDGED and ORDERED that the Marital Settlement
Agreement by and between the parties hereto, dated December 15, 1987,
and filed in this cause of action, be and it is hereby approved and
incorporated, but not merged, into this Judgment of Absolute Divorce;

And it is further ORDERED that the Plaintiff pay the costs of
these proceedings.

Rule K. Burns
Judge

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD
JAN 26 12 30 PM '88
LARRY W. SHIPLEY
CLERK

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 15th day of June, 1987, by and between ALVERTA FRANCES ROBINSON, hereinafter called "Wife", and STEPHEN L. ROBINSON, hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on May 25, 1974.

The parties have been living separate and apart since June 24, 1986. That upon the execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary. Thereafter the parties shall live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation as of the date of this Agreement, and to fix their respective rights with regard to the support of themselves and each other, the property and possession of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. The physical separation having commenced on June 24, 1986 and the voluntary nature of the separation having commenced upon the date of execution of this Agreement by the parties.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

Pl. Exhibit No. 1

2. MOTOR VEHICLES

The parties acknowledge that they own two automobiles. Wife shall retain all right, title and interest in the 1986 Chrysler Carvel SE 4-Door title of which has been transferred into Wife's name alone and she shall assume full responsibility for payment and hold Husband harmless for all claims arising out of the automobile loan from the Carroll County Bank and Trust Company.

Husband shall retain all right, title and interest in the 1985 Chevrolet pickup truck presently titled in his name alone and he shall assume full responsibility for payment of and hold Wife harmless for all claims arising out of the truck loan from G.M.A.C.

3. PERSONAL PROPERTY

The parties heretofore divided their personal property (including their bank accounts) to their mutual satisfaction. Each party shall be entitled to the property in their present physical possession except Wife shall be entitled to the items listed in Exhibit A attached hereto. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free of any and all claim of the other party.

Husband shall pay Wife the sum of \$6,204.21 representing her equity in all marital assets retained by Husband.

4. REAL ESTATE

Wife has heretofore conveyed all her interest in the real estate known as 820 Clearview Drive, Hampstead, Maryland, to Husband. Husband shall assume full responsibility for payment of the outstanding mortgage held by the Carroll County Bank and Trust Company as well as the purchase money loan from Husband's parents applied towards this real estate. Husband shall hold Wife harmless and indemnify her from any claims arising out of these two loans.

5. DEBTS

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their

heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

6. WAIVER OF ALIMONY

Each party does hereby release and discharge the other from any and all obligations of support, it being the intention of each party to waive, release and surrender any present or future claim each may have against the other for alimony, support and maintenance.

7. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

8. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

9. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

10. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

11. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

12. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

13. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

14. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

15. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and ate above written.

WITNESS:

William D. B. Flap

Stephen L. Robinson (SEAL)
STEPHEN L. ROBINSON

Michael S. Levin

Alverta Frances Robinson (SEAL)
ALVERTA FRANCES ROBINSON

STATE OF MARYLAND)

COUNTY OF Carroll) TO WIT:

I HEREBY CERTIFY that on this 15th day of December, 1987, the above-named STEPHEN L. ROBINSON, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

WITNESS my hand and Notarial Seal.



William D. B. Flap
Notary Public
My Commission Expires:

STATE OF MARYLAND)

COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 3rd day of DECEMBER, 1987, the above-named ALVERTA FRANCES ROBINSON, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS my hand and Notarial Seal.



Michael S. Levin
Notary Public
My Commission Expires: 7-1-90

BOOK 32 PAGE 893

EXHIBIT A TO MARITAL SETTLEMENT AGREEMENT
BETWEEN ALVERTA FRANCES ROBINSON and STEPHEN L. ROBINSON
ADDITIONAL PERSONAL PROPERTY TO BE RETAINED BY WIFE

1. Wooden hutch.
2. Antique dishes.
3. Christmas decorations.
4. Platform rocker.

EXHIBIT "A"

BOOK 32 PAGE 894

JOHN THOMAS FLYNN * IN THE
Plaintiff * FOR
vs. * CARROLL COUNTY
ALICE VIRGINIA FLYNN * MARYLAND
Defendant * CASE NO.: CV 4160

JUDGMENT OF ASOLUTE DIVORCE

This cause having come forth for a trial before this Court on January 29, 1988 and both parties having appeared with counsel and upon review and consideration of the testimony presented it is this 29 day of JANUARY, 1988, by the Circuit Court for Carroll County,

ADJUDGED, ORDERED AND DECREED that the Plaintiff, John Thomas Flynn, be and he is hereby granted an Absolute Divorce from the Defendant, Alice Virginia Flynn; and

IT IS FURTHER ORDERED, that the Marital Settlement Agreement between the parties dated January 14, 1988, relative to custody, child support, alimony, property rights, counsel fees, court costs, etc., be and the same is hereby approved and made a part of and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff, John Thomas Flynn, and the Defendant, Alice Virginia Flynn, be and they are hereby granted the joint care and custody of Christopher John Flynn, born March 26, 1970, and Brandy Aleece Flynn, born

November 26, 1973, minor children of the parties, in accordance with the terms of and as more fully set forth in the said Agreement; and

IT IS FURTHER ORDERED, that no right of alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof, in accordance with the said Agreement; and

IT IS FURTHER ORDERED, that the Plaintiff, John Thomas Flynn, and the Defendant, Alice Virginia Flynn, divide equally the cost of these proceedings, pursuant to said Agreement.

[Signature]
JUDGE

APPROVED AS TO SUFFICIENCY AND FORM:

[Signature]
KEITH D. SAYLOR
117 East Main Street
P.O. Box 2002
Westminster, Maryland 21157
(301) 848-1160; 876-1680

Attorney for Plaintiff

[Signature]
RICHARD V. BOSWELL
STONER, PRESTON & BOSWELL,
CHARTERED
188 East Main Street
Westminster, Maryland 21157
(301) 848-7777; 876-7371

Attorney for Defendant

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 14th day of January, 1985, by and between ALICE VIRGINIA FLYNN ("Wife") and JOHN THOMAS FLYNN ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 21, 1967, in Baltimore County, Maryland. Two (2) children were born to them as a result of their marriage; namely, CHRISTOPHER JOHN FLYNN, born March 26, 1970, and BRANDY ALEECE FLYNN, born November 26, 1973, hereinafter referred to as "Children" or "Child". For causes arising prior hereto the parties are not now living as husband and wife and have been living separate and apart from one another, without cohabitation, with the purpose and intent of ending their marriage since March 13, 1985. Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.



NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property

as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. JOINT CUSTODY AND VISITATION

Husband and Wife shall have the joint guardianship, care and custody of the Children of the parties. The Children's primary residence shall continue to be with Husband so long as he continues to reside at the marital home located at 945 Western Chapel Road, Westminster, Maryland. At such time as Husband shall take up residence somewhere other than the aforesaid marital home, the parties agree that they shall

allow each of their Children to make his or her own decision as to the parent with whom he or she would wish to reside. This decision on the part of the Child(ren) shall not effect the parties joint custody agreement, but only their agreement as to their Child(ren's) primary residence. Regardless of the Children's primary residence, the parent with whom the Children are not primarily residing shall be entitled to reasonable and liberal visitation with the Children.

4. DECISION REGARDING CHILDREN'S WELFARE

The parties from time to time shall consult regarding the emotional, moral, educational, physical and general welfare of their Children. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the Children and both parents shall participate as much as possible in making all decisions with respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the Children. Decisions with respect to the aforesaid matters shall not be made by either of the parties in such manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with the third parties which might affect such decisions. Each party shall provide the other with all medical, educational and other records, notices or information

which relate to any aspect of the welfare of the Children and execute any authorizations so that all information concerning the Children shall be equally available to both parties.

Neither party shall unilaterally make any substantial decisions affecting the welfare of the Children or enter into any contracts regarding such decisions without prior consultation with the other party. Failure of either party to consult the other prior to entering into any contracts regarding the Children of the parties, except in the case of emergency or when prior consultation shall not be feasible or practicable, shall relieve the non-consulted party of any duty pursuant to any such contract.

5. CHILD SUPPORT

Husband and Wife acknowledge that they are jointly chargeable with the support, care, and welfare of their two (2) children and that each will contribute to the support and well being of the Children in accordance with their respective abilities to do so. Husband and Wife agree, however, that at the present, based on their present respective abilities and the needs of the Children, neither party shall be obligated to pay to the other party any sum whatsoever toward the support of their two (2) Children. Both parties' financial obligations, if any, toward the support of their Children shall terminate upon the first to occur of any of the following events with

respect to each Child: (1) death of the Child or the party; (2) marriage of the Child; (3) the Child's becoming self-supporting; or (4) the Child's arrival at the age of 18 years.

6. MEDICAL INSURANCE FOR BENEFIT OF CHILDREN

Husband shall continue in full force and effect, for the benefit of the Children, his present medical insurance until the youngest child has completed her education or attained the age of twenty-two (22) years, whichever shall first occur. Husband shall pay, on behalf of each Child as the same are incurred, two-thirds (2/3) of all necessary medical, dental, nursing and hospital expenses not covered by insurance, including the cost of medicines, drugs, therapy, orthodontry and appliances prescribed by a physician or dentist for each Child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Wife shall pay, on behalf of each Child as the same are incurred, one-third (1/3) of such necessary expenses. The parties' respective obligations as set forth in this Paragraph shall terminate upon the first to occur of any of the four (4) terminal events set forth in the preceding paragraph with the exception of the medical insurance which shall continue as described above unless terminal events (1), (2) or (3) of Item 5 herein shall first occur.

7. LIFE INSURANCE

Husband shall keep in full force and effect, at his expense, his current Federal Employees Group Life Insurance policy which he has through his employment. Husband shall cause said policy to be so endorsed that each Child shall be designated as primary beneficiary of fifty percent (50%) of the proceeds of said policy upon Husband's death. Husband's

obligation to provide such insurance shall cease and terminate at such time as the youngest Child has completed her education or attained the age of twenty-two (22) years, whichever shall first occur.

8. COLLEGE EDUCATION

Husband shall contribute two-thirds (2/3) and Wife shall contribute one-third (1/3) of the cost of four (4) consecutive years of undergraduate education for BRANDY ALEECE FLYNN. The amount which each party shall be obligated to contribute for each year of college shall be limited to the actual costs of tuition, fees, and books which are not covered by scholarship funds, and shall not exceed his or her respective percentage (i.e. 2/3 - 1/3) of that sum which it would cost for such Child to attend college as a boarding student at the University of Maryland at College Park, Maryland.

*See below

9. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the

*In event the parties' minor son, Christopher John Flynn, shall elect not to join the U. S. Armed Forces or shall be disqualified or drop out of same within one (1) year from date hereof, then the same provisions immediately hereinabove as to payment of college expenses shall be applicable to him, provided he has enrolled and begun attending classes in a four (4) year college within the aforesaid one (1) year.

rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

10. MEDICAL INSURANCE FOR THE BENEFIT OF WIFE

Husband shall continue in full force and effect, for the benefit of Wife, his present medical insurance which he carries through his employment until such time as he is no longer able to carry her on said insurance or until the date that either party is granted an absolute divorce, whichever shall first occur.

11. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County, Maryland known as 945 Western Chapel Road, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a first and second mortgage. Husband shall have the exclusive right to occupy the Home until July 1, 1988. So long as Husband continues to occupy the Home in accordance herewith, he shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes (covering only the period he occupies the Home), telephone bills and insurance premiums on the Home and contents, and all minor repairs. The cost of any and all major repairs (i.e. over \$200.00) shall be divided equally between the parties. Husband shall hold and save Wife harmless from the expenses to which he covenants to pay herein, and shall indemnify her from

any liability thereof. The parties agree to list the Home for sale with ^{Reck Real Estate} ~~Reck Real Estate~~ or any other real estate broker to be selected by agreement of the parties, or their counsel, in March of 1988, with the condition that settlement shall not occur prior to July 1, 1988. Husband may continue to occupy the Home until the closing. In the event Husband should desire to leave the Home prior to July 1, 1988, he shall so notify Wife and the parties shall immediately list the Home for sale. Unless Husband continues to reside in the Home after July 1, 1988, Wife shall be responsible for all of the foregoing expenses of the Home, including all major and minor repairs, incurred after said date. Wife shall hold and save Husband harmless from the expenses she covenants to pay herein, and shall indemnify him from any liability thereof. Upon the sale of the Home, the net proceeds of sale shall be and remain the sole and exclusive property of Wife. The net proceeds of sale shall mean such sums or remains after deducting from the gross sales price (a) any broker's commission incurred in connection with the sale, (b) all expenses of sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the first and second mortgages.

12. MONETARY AWARD

Simultaneously with the execution of this Agreement, Husband shall pay to Wife the sum of One Thousand Dollars (\$1,000.00). At the time of settlement on the Marital Home, Husband shall pay to Wife the sum of Three Thousand Five Hundred Dollars (\$3,500.00).

13. BURIAL LOTS

The parties jointly own two (2) burial lots in Lakeview Memorial Gardens Cemetery. Husband agrees to waive any and all interest he may have in both burial lots and to sign any documents or papers, prepared at Wife's expense, which may be reasonably necessary to effect a transfer of title provided Wife shall present him with such documentation.

14. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife, with the exception of Wife's grandmother's sewing machine, Wife's father's roll-top desk and an ornamental window from Wife's parents' home, which Wife shall remove from Husband's residence within ten (10) days of the date of this Agreement and which shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. * All tangible personal property and

* Wife shall also receive the microwave and videocassette recorder at such time as Husband no longer occupies the marital home as set forth in Item No. 11 herein.

household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. The parties agree that the 1942 Kohler-Campbell piano shall be and remain the sole and exclusive property of BRANDY ALEECE FLYNN, free and clear of any interest of Husband and/or Wife. Additionally, the clothes washer and dryer, stove, refrigerator and dishwasher shall remain in the marital home for sale thereof. Simultaneously with the execution of this

Agreement, Wife shall assign to Husband all of her right, title and interest in and to the 1984 Buick Skyhawk automobile which is presently in Husband's possession and shall, at Husband's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration. Husband shall waive any and all interest in the 1983 Dodge Charger automobile which is presently in Wife's possession and titled in Wife's name. Wife shall waive any and all interest she may have in the 1986 Searay boat which is presently in Husband's possession and

titled in Husband's name. Husband shall indemnify and hold Wife harmless in regard to the loan from Carroll County Bank and Trust Company for 1984 Buick Skyhawk.

C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual retirement accounts,

deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

14. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

15. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they

contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

16. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

17. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of

action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

18. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

19. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home,

if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.


WITNESS:

[Signature] ALICE VIRGINIA FLYNN (SEAL)
[Signature] JOHN THOMAS FLYNN (SEAL)

STATE OF MARYLAND)
) TO WIT:
 COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 11th day of January, 1982, the above-named ALICE VIRGINIA FLYNN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
 NOTARY PUBLIC
 My Commission Expires: 

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY, that on this 14th day of January, 1988, the above-named JOHN THOMAS FLYNN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Judith A. Gist
NOTARY PUBLIC
My Commission Expires: 7-1-90



DOUGLAS A. GRAHAM	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
MARIAN D. GRAHAM	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4546

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of January, 1988, that the Plaintiff, DOUGLAS A. GRAHAM, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARIAN D. GRAHAM; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, AIMEE D. GRAHAM (born March 19, 1971) and BRENTON D. GRAHAM (born October 11, 1974) be joint with physical custody in the Plaintiff, all of which is subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the issue of child support be reserved for future determination by this Court; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated April 18, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

[Signature]
JUDGE
Filed January 28, 1988

Plaintiff Exhibit
A

BOOK 32 PAGE 915

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 18th day of April, 1986, by and between MARIAN D. GRAHAM, hereinafter referred to as the "Wife", and DOUGLAS A. GRAHAM, hereinafter referred to as the "Husband".

WITNESSETH
Recitals

WHEREAS, the parties hereto were duly married to each other in a religious ceremony on September 12, 1969 in Baltimore, Maryland.

WHEREAS, two children were born to the parties, to wit: AIMEE D. GRAHAM, born March 19, 1971 and BRENTON D. GRAHAM, born October 11, 1974.

WHEREAS, on the 5th day of November, 1979, the parties ceased living together as Husband and Wife by the mutual and voluntary consent of each of them and have not since that time lived together as Husband and Wife or cohabited, and the separation is beyond any reasonable expectation of a reconciliation.

WHEREAS, the parties are desirous of amicably adjusting and settling all rights and obligations arising from the state of matrimony between them; a division of all real and personal properties; all property rights they have in the estates of each other, including the rights of dower and curtesy, and all claims and rights of inheritance, maintenance and support, which each have upon the other.

Plaintiff
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BOOK 32 PAGE 916

NOW THEREFORE, that for and in consideration of the reasons cited above and the mutual promises and covenants of the parties hereinafter set forth, and other good and valuable considerations, the receipt whereof is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

MUTUAL & VOLUNTARY SEPARATION

The parties have mutually and voluntarily ceased living together as Husband and Wife with the intent to terminate the marriage.

Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if she or he were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit, and to conduct his or her personal and social life as freely and fully as if he or she were sole and unmarried.

Neither party will molest or interfere with the other party in any manner or at any time, nor will either party compel or attempt to compel the other party to cohabit or dwell with him or her.

Neither party will communicate with the other party without the other party's free consent, except to effectuate fully the separation of the parties and this agreement.

EFFECT OF A RECONCILIATION

No continuation, reconciliation or resumption of the marital relationship shall operate to void this agreement. It is the mutual intent of the parties that the provisions of the agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

ALIMONY AND SUPPORT OF WIFE AND HUSBAND

NOTWITHSTANDING THE MUTUAL INTENTIONS OF THE PARTIES AS IT RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER RESPECTIVE NEEDS, REGARDLESS OF ANY FAULT ON HIS OR HER PART, IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE AND APART. EACH WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, AND UNDER THE ADVICE OF ANY ATTORNEY OF HIS AND HER OWN CHOICE, EACH EXPRESSLY AND WITHOUT RESERVATIONS HEREBY COVENANTS, AGREES, RECITES AND DECLARES AS FOLLOWS:

1. That Wife hereby expressly waives, releases and discharges absolutely and forever, all her right, claim and demand to alimony, alimony pendente lite, support and maintenance for herself from the husband, now or in the future.

2. That Husband hereby expressly waives, releases and discharges absolutely and forever, all his right, claim and demand to alimony, alimony pendente lite, support and maintenance for himself, from the wife, now or in the future.

CUSTODY OF THE MINOR CHILDREN

It is agreed between the parties that they shall have joint custody of the children.

SUPPORT

The parties have agreed upon mutual support of the minor children and do elect to maintain the support provisions as established.

REAL PROPERTY

The Wife has already transferred her interest to Husband, she reaffirms that transfer.

PERSONAL PROPERTY

The parties have already made equitable division of their personal property.

ACKNOWLEDGMENT OF RIGHTS

UNDER FAMILY LAW ARTICLE

The parties hereto acknowledge that they have been advised of their respective rights under Title 8, Subtitle 2 of

the Annotated Code of Maryland, Family Law Volume, concerning the family home, family use, personal property, determination of marital property and the authority of the court to make a monetary award as an adjustment of the equities and rights of the parties concerning marital property.

The parties accept the provisions of this Separation Agreement and hereby waive any rights they may have under the aforesaid Family Law Article.

DOWER AND INHERITANCE RIGHTS

Excepting any claim which either party may have for the other's breach of this agreement, each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent inheritance, distribution and all other rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired and each will, upon request of his or her spouse, execute good and sufficient release of dower and curtesy to the other spouse, her or his heirs and assigns or personal representatives, or will join, upon request, with the spouse, or his or her heirs and assigns, in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the will of the other.

MUTUAL RELEASE

Except as otherwise provided herein, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties had or now have against the other.

ATTORNEY FEES AND COURT COSTS

The parties shall each be responsible for their own attorneys fees and court costs.

DIVORCE

This agreement is not intended to be and shall not operate as a consent or condonation of a decree of divorce.

The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties, this agreement shall be submitted to the Court for its approval and shall be incorporated into the decree of divorce and shall be enforceable as a part thereof.

SEVERABILITY

In the event any provision of this agreement shall be declared null and void by the judgment or decree of any Court,

it shall not affect the validity and enforceability of all other provisions of this agreement.

MODIFICATION AND WAIVER

No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

BINDING EFFECT

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities, and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

FURTHER ASSURANCES

Each party shall, at all times and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may

effect to the provisions of this agreement.

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein. The agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

SIGNATURES AND AFFIDAVITS

AS WITNESS the hands and seals of each of the said parties duly witnessed.

Frank A. Ball
WITNESS

Douglas A. Graham (SEAL)
DOUGLAS A. GRAHAM

Stacy
WITNESS

Marian D. Graham (SEAL)
MARIAN D. GRAHAM

AFFIDAVIT

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing Property Settlement Agreement are true and correct to the best of my knowledge and belief.

Douglas A. Graham (SEAL)
DOUGLAS A. GRAHAM

STATE OF MARYLAND :
COUNTY OF *Montgomery* : to wit:

ON THIS day of *April 18*, 1986,
before me, the undersigned officer, personally appeared DOUGLAS
A. GRAHAM, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the within instrument and
acknowledged that he has executed the same for the purposes
therein contained.

In witness whereof I have hereunto set my hand and
official seal.

Cynthia E. Adams
NOTARY PUBLIC *My Commission Expires July 1, 1986*

My commission expires:
7-1-86

AFFIDAVIT

I HEREBY DECLARE AND AFFIRM, under the penalties of
perjury that the contents of the foregoing Property Settlement
Agreement are true and correct to the best of my knowledge and
belief.

Marian D. Graham (SEAL)
MARIAN D. GRAHAM

STATE OF MARYLAND :
COUNTY OF : to wit:

ON THIS day of *4/18*, 1986,
before me, the undersigned officer, personally appeared MARIAN
D. GRAHAM, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the within instrument and
acknowledged that she has executed the same for the purposes
therein contained.

In witness whereof I have hereunto set my hand and
official seal.

Cynthia E. Adams
NOTARY PUBLIC *My Commission Expires July 1, 1986*

My commission expires:
7-1-86

WILLIAM O. SCHARFF : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 LILLIAN C. SCHARFF : CARROLL COUNTY
 Defendant : CASE NO. CV 4888

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27th day of January, 1988, that the Plaintiff, WILLIAM O. SCHARFF, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LILLIAN C. SCHARFF; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated October 8, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forther herein; and

IT IS FURTHER ORDERED, that the costs of this proceeding as well as the Master's fee in the amount of Seventy-Two Dollars (\$72.00) be divided equally between the parties.


 JUDGE

Filed January 28, 1988

THIS AGREEMENT is made this 24th day of October, 1987, by and between William O. Scharff, hereinafter called "Husband", and Lillian C. Scharff, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties hereto are Husband and Wife, having been married by a religious ceremony on August 5, 1967, in Baltimore City, Maryland. Two children were born to the parties as a result of this marriage, namely Margaret C. Scharff, born December 9, 1967 and William O. Scharff, Jr., born March 31, 1969. Both children are at least eighteen (18) years of age.

Irreconcilable differences have arisen between the parties in consequence of which they previously agreed to live separate and apart, and have in fact lived separate and apart without any cohabitation as man and wife since on or about July 4, 1986, with the intention of ending their marital relationship.

The parties deem it in their best interests to enter into this Agreement to formalize their understandings, to settle their respective property rights, the right of each party to support, maintenance and counsel fees and all other matters growing out of their marital relationship.

NOW THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and mutually agree with each other and their respective heirs, personal representatives and assigns, as follows:

1. The parties hereto stipulate and agree, mutually and voluntarily, each without coercion, that they will henceforth continue to live separate

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and apart, without cohabitation and in separate abodes, with the intent and purpose of ending their marriage.

Neither of the parties shall interfere with or molest the other nor endeavor, in any way, to exercise any marital control or right over the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

2. Husband shall pay directly to the Wife the sums specified hereinafter, in monthly installments, as alimony, which payments shall account from and be due on the first day of the month immediately following the month in which settlement on the sale of 514 Dellview Drive is held (as more specifically set forth hereinafter).

From the month following the aforesaid settlement, through and including July of 1988, Husband shall pay Wife Six Hundred Dollars (\$600.00) per month.

From August 1988 through and including July 1989, Husband shall pay Wife Five Hundred Dollars (\$500.00) per month.

From August 1989 through and including July 1992, Husband shall pay Wife Four Hundred Dollars (\$400.00) per month.

The aforesaid alimony payments shall continue only as long as the parties live separate and apart and shall terminate sooner upon the first to occur of any one of the following events: death of Wife or remarriage of Wife. In no event shall Husband have any liability to make such alimony payments after the death of Wife. Husband's obligation to pay alimony shall not terminate upon Husband's death and shall be an obligation of Husband's Estate.

3. The parties own as tenants by the entireties real property known

as 514 Dellview Drive, Finksburg, Maryland 21048, which property is presently listed for sale. The parties agree to continue to attempt to sell said real property for the best price obtainable, under present market conditions, pursuant to the aforementioned listing.

After payment of the expenses of sale and the discharge of all outstanding liens and encumbrances on such property, the net proceeds of said sale shall be divided seventy five percent (75%) to Wife and twenty five percent (25%) to Husband. Reasonable expenditures made by either party for the purpose of enabling said real property to be shown to prospective buyers in a favorable fashion shall be treated as expenses of sale and shall be reimbursed to the party making such expenditure prior to the division of net proceeds set forth above.

4. Husband covenants and agrees to make, in a complete and timely fashion, payment of all mortgage payments due on the above mentioned 514 Dellview Drive, and all car loan payments due on the parties' 1984 Caprice Station Wagon through and including the month in which settlement on 514 Dellview Drive occurs. Wife acknowledges that Husband shall have the right to claim interest deductions on his tax returns for all such payments he makes.

To the extent that the total of mortgage and car loan payments made by Husband pursuant to this paragraph, which payments are or were due during any month from and including August, 1987 through and including the month of settlement on the sale of 514 Dellview Drive, exceed Six Hundred Dollars (\$600.00) per month, the Husband shall receive a "credit". Said "credit" shall be equal to the amount by which the total of the payments due and made during one or more of said months, exceeds Six Hundred Dollars (\$600.00). Husband shall not receive a credit for that portion of any payments which

were due during months prior to August, 1987, or which are attributable to late charges or overdue interest.

The "credit" due to Husband shall be reimbursed by the Wife immediately upon the earlier of the following events: Her receipt of her portion of the net proceeds from the sale of 514 Dellview Drive or her receipt of an income tax refund check for 1986) reimbursement from said tax refund to be limited to no more than One Thousand Dollars (\$1,000.00), balance of reimbursement, if any, to be made from 514 Dellview Drive net proceeds).

5. The Wife covenants and agrees immediately upon execution of this Agreement, to file those joint federal and state income tax returns for 1986, which returns have been previously prepared and signed by Husband. Wife shall be entitled to all refunds which may be received on account of said tax returns. Husband covenants and agrees to endorse any such refund checks at Wife's request. Wife's right to receive such tax refunds may be subject to a credit owed to Husband in an amount up to One Thousand Dollars (\$1,000.00), as set forth more specifically in paragraph 4 above.

6. Husband and Wife agree that Husband's present interest in the National Elevator Industry Pension Plan shall be divided between the parties and Wife shall be the alternate payee in accordance with the terms of this paragraph. The parties agree that fifty percent (50%) of those benefits to which Husband would be entitled based on his employment through June 30, 1987 are to be paid to the Wife as alternate payee. Such payments shall be made to the Wife, "as, if and when" payments are received by the Husband. If the Husband declines to take action which would result in payment of such benefits, at a time when the Husband has become entitled to full benefits without penalty or deduction, then the Wife shall be entitled, if permitted under the applicable law, to

apply for that portion of the payments to which she is then entitled.

It is intended by the parties that any Judgment or Decree of Divorce between them shall constitute a Qualified Domestic Relations Order. Husband agrees to take all steps necessary to notify the National Elevator Industry Pension Plan Administrator (and any successors thereto) of the Wife's rights and interest under this paragraph.

In the event that any provision of the judgment, decree or order entered in connection with the divorce is deemed by the plan administrator to prevent or preclude the divorce judgment, decree or order from qualifying as a Qualified Domestic Relations Order pursuant to the Retirement Equity Act of 1984 or any other statute having provisions similar, the parties agree to cooperate with each other to do all things necessary to obtain a modification nunc pro tunc of the judgment, decree or order entered at the time the parties were divorced. The modification order shall contain such provisions as are necessary to make it qualify as a Qualified Domestic Relations Order.

On or before July 1, 1988, Husband will provide Wife with a letter from the plan administrator setting forth the date of Husband's entry into such plan and the administrator's determination of the accrued benefit as of June 30, 1987.

7. The parties have previously divided to their mutual satisfaction all joint accounts of money of any kind. All such accounts shall henceforth be the sole property of the individual in whose name they are titled at the time of execution of this Agreement.

8. The 1984 Caprice automobile titled in the parties joint names shall henceforth be and/or become the sole property of the Wife. Husband shall execute such documents as may be necessary to convey sole ownership to Wife

upon Wife's request.

After Husband has completed those payments he is obligated to make pursuant to paragraph 4 above, and has transferred title to Wife, she shall indemnify and hold Husband harmless from any further liability for payments related to said automobile.

9. All personal property, furniture and fixtures located within 514 Dellview Drive, Finksburg, Maryland 21048, and/or in the possession of the Wife or titled in the Wife's sole name at the time of execution of this Agreement shall be and remain the sole property of the Wife. All personal property, furniture and fixtures located in the garage at 514 Dellview Drive, Finksburg, Maryland 21048, and/or in the Husband's possession or titled in his sole name at said time, shall be and remain his sole property.

10. Husband shall maintain health insurance on Wife until time of Divorce. Thereafter, Husband shall take all reasonable actions to enable Wife to maintain coverage at her expense under Husband's employer's Group Health Plan.

11. The Husband and Wife covenant the neither of them shall, at any time hereafter, pledge the credit of the other or contract any debts, charges, or liabilities, for which the other may be or become personally liable or answerable, and each will at all times indemnify and hold the other free and harmless from any and all charges, debts and liabilities hereafter contracted by them, or either of them, it being the intention that the Husband shall be liable for his own debts and the Wife shall be liable for her own debts, except as herein provided to the contrary.

12. Routine court costs and master's fees required to obtain a divorce shall be divided equally between the parties. Each party shall be solely responsible for his or her own attorney's fees.

13. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce, any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives, and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest, and claim which said parties may now have or which they may hereinafter have as the Husband, Wife, Widower, Widow, or next of kin, successor or otherwise, in and to any property, real, or personal, that either of said parties may own or may hereafter acquire or in the respect of which either of said parties have or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves, or legal shares and widows' or widowers' rights or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her own death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

14. The parties hereto shall at any time and from time to time hereafter, taken any and all steps and execute and acknowledge and deliver to the other party, any and all further instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

15. With the approval of any court of competent jurisdiction in which any proceedings for an absolute divorce may be instituted, this Agreement

shall be incorporated in but shall not be merged with any Divorce Decree which may be passed by the said Court. In the event that the Court shall fail or decline to incorporate this Agreement or any provision thereof in said Decree, then the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions hereof.

16. The provisions of this Agreement and their legal effect have been fully explained to both parties, and each party affirms and acknowledges that this Agreement is being entered into voluntarily and that it is not the result of any duress or undue influence, and that it contains the full and final settlement between them.

17. This Agreement is made and executed in the State of Maryland and its validity, constructions and effect shall be governed and determined by the laws of the State of Maryland. This Agreement contains the entire understanding between the parties, and no cancellation, modification or waiver of any of the terms hereof shall be valid or effective unless made in writing and executed with the same formality as this Agreement. This Agreement is made with the intention of finally settling any claim either party may have against the other as a result of their marriage, including but not limited to any and all rights or claims arising out of the Marital Property Act (Annotated Code of Maryland, Family Law Article).

IN WITNESS WHEREOF, the parties hereto have hereunder signed, sealed and acknowledged this Agreement, in triplicate, each of which shall constitute

an original.

WITNESS:

[Signature]

[Signature]
William O. Scharff

[Signature]

[Signature]
Lillian C. Scharff

County of *Carroll*, STATE OF MARYLAND, To Wit:
I HEREBY CERTIFY that on this *17th* day of *September*, 1987, before me,

the subscriber, a Notary Public for the State and *County* aforementioned, personally appeared William O. Scharff, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement, including but not limited to the matters and facts relating to the voluntary separation of the parties, are his act and are true and correct to the best of his information, knowledge and belief.

AS WITNESS my Hand and Notarial Seal the day and year first above written.

[Signature]
NOTARY PUBLIC

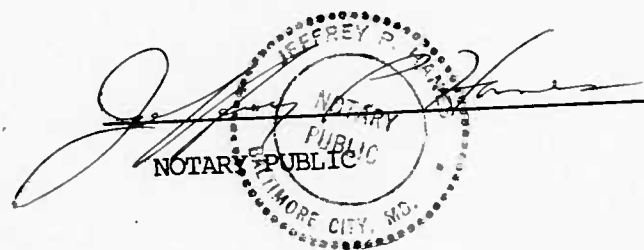
My Commission Expires:

7/1/90

City of *Baltimore* STATE OF MARYLAND, To Wit:
 I HEREBY CERTIFY that on this *27* day of *October*, 1987, before me,
 the subscriber, a Notary Public for the State and *City* aforementioned,
 personally appeared Lillian C. Scharff, and made oath in due form of law that
 the matters and facts set forth in the foregoing Agreement, including but
 not limited to the matters and facts relating to the voluntary separation
 of the parties, are her act and are true and correct to the best of her information,
 knowledge and belief.

My Commission Expires:

July 1, 1990



MARY LORETTA WILHELM	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DAN WESLEY WILHELM	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4989

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *27* day of January, 1988, that the Plaintiff, MARY LORETTA WILHELM, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DAN WESLEY WILHELM; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, ANGELA MARIE WILHELM (born August 9, 1976) and BRADLEY ALLEN WILHELM (born December 11, 1982) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of One Hundred Fifty Dollars (\$150.00) per month, per child as child support, subject to the further Order of this Court and subject to the following provisions of law:

- (1) If the Defendant accumulates support payments

Filed January 28, 1988

arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated September 24, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.


JUDGE

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 24 day of September, 1986, by and between DAN WESLEY WILHELM ("Husband") and MARY LORETTA WILHELM ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on November 10, 1973, in Carroll County, Maryland. The parties have two children, namely, ANGELA MARIE (born August 9, 1976) and BRADLEY ALLEN WILHELM (born December 11, 1982, and hereinafter referred to as ("Children")). Differences have arisen between the parties and they will, as of September 24, 1986, live separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried as of September 24, 1986, when Husband shall leave the marital home where the parties currently reside. Each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit with the Children every other week-end from Friday to Sunday evening; two evenings during the week with Husband to give Wife 48 hours notice of the day and time; alternating holidays to include, Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Easter, Memorial Day, July 4th and Labor Day; and all other reasonable times as agreed between the parties.

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CHILD SUPPORT

Husband shall pay directly to Wife for the support of the minor Children the sum of one hundred fifty dollars (\$150.00) per month per child for a total amount of three hundred dollars (\$300.00) per month. Support payments with respect to the Children shall terminate upon the first to occur of any one of the following events: arrival at age (18), marriage, death, becoming self-supporting or otherwise emancipated.

All medical and dental expenses, eyeglasses, and prescriptions for the Children not covered by medical insurance will be shared equally between the parties, including any applicable deductibles.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act Maryland §§8-201 through 8-213, Family Law, Annotated Code of Maryland, as from time to time amended. This specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS
WAIVER OF ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship.

MARITAL HOME

The parties own as tenants by the entireties the real property known as 5133 Dusty Lane, Lineboro, Maryland 21088. One year from the date of the Execution of this Separation Agreement, Husband agrees to convey all of his right, title and interest in the Home to Wife. Wife agrees from the date of this Agreement to make all of the mortgage payments, from the mortgage held by First National Bank, principal, interest, taxes and insurance on the Home and not to seek contribution nor indemnification from Husband for same.

PROPERTY

Simultaneously with the execution of this Agreement the parties are dividing their tangible personal property and household chattels. The parties agree that all tangible personal property and household chattels in the possession of Husband as of September 20, 1986, when Husband will leave the marital home shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. All tangible and personal property remaining in Wife's possession as of September 20, 1986 shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, with the exception of those items listed on Attachment "A" which Husband agrees to remove from the Home prior to an Absolute Divorce. Each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Husband agrees to convey to Wife the 1982 Escort station wagon presently titled in his name at the time of the execution of this Agreement. Wife will retain as her sole and separate property, free from any and all claims of *, the 1983 Nissan titled in Wife's name. Husband will retain as his sole and separate property, free from any and all claims of Wife, the 1986 Nissan pickup truck titled in Husband's name.

Husband and Wife agree to continue to maintain the existing vehicle insurance policy until its expiration, with Wife to pay the amount of insurance in excess of that which is owed for Husband's Nissan pickup truck.

LIFE INSURANCE

Husband shall keep in full force and effect and continue to pay the premiums on his Life Insurance policy with Prudential or comparable policy in a

minimum amount of \$15,000.00 with Children named as sole, irrevocable beneficiaries so long as Husband is liable for Children's support. Husband agrees to name his father, the Children's Paternal Grandfather as trustee therefore, and agrees to keep said policy free of all policy loans, liens and encumbrances.

INCOME TAX RETURN

HUSBAND and Wife shall file a joint Federal and State tax return for tax year 1986 if permitted by law and agreeable to both parties. Any refund forthcoming from such tax return shall be divided between the parties according to their respective incomes.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

LEGAL FEES AND COURT COSTS

Husband and Wife agree that each shall pay his or her own attorney's fees arising out of this Voluntary Separation and Property Settlement Agreement and any divorce action and to divide the Court costs and Master's fee arising out of any uncontested divorce action between them equally. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her

right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees, and assigns, and all persons claiming by or through them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

INTERPRETATION

This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

ALTERATIONS, CHANGES, CANCELLATION, ETC.

MD
~~It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.~~

IN WITNESS WHEREOF, that parties have set their hands and seals this day of Sept 24, 1986.

WITNESS:

Karen L. Brown

Caren S. Clement

Dan Wesley Wilhelm

DAN WESLEY WILHELM

(SEAL)

Mary Loretta Wilhelm

MARY LORETTA WILHELM

(SEAL)

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 24 day of Sept, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DAN WESLEY WILHELM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Pamala Engle
NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of September, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MARY LORETTA WILHELM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Coleen Smith Clemente
NOTARY PUBLIC

My Commission Expires: 7/1/90

EUGENE MICHAEL FRASCA	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
PATRICIA BUTOVA FRASCA	:	CARROLL COUNTY
Defendant	:	CASE NO. CV 5022

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 27 day of January, 1988, that the Plaintiff, EUGENE MICHAEL FRASCA, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PATRICIA BUTOVA FRASCA; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, MICHAEL EUGENE FRASCA (born December 29, 1976) and DAWN MICHELLE FRASCA (born October 6, 1979) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay to the Defendant the sum of Four Hundred Dollars (\$400.00) per child, per month for the support of said minor children, said payments being subject to the further Order of this Court and subject to the following provisions of law:

- (1) If the Plaintiff accumulates support payments

Filed January 28, 1988

arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that, in accordance with the conditions set forth in Paragraph 5 of the Separation Agreement between the parties that the Plaintiff pay unto the Defendant, as alimony, the sum of Eight Hundred Dollars (\$800.00) per month; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 10, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.


JUDGE

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 10th day of June, 1986, by and between PATRICIA BUTOVA FRASCA, hereinafter called "Wife"; and EUGENE MICHAEL FRASCA, hereinafter called "Husband".

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on November 2, 1974 in Baltimore County, State of Maryland. Two (2) children were born to them as a result of their marriage, namely, Michael Eugene, age nine (9) born December 29, 1976 and Dawn Michelle, age 6, born October 2, 1979, hereinafter referred to as "Children". Differences have arisen between the parties and they are now and have been since April 14, 1985, living separate and apart from one another, voluntarily and by mutual consent in separate places of abode, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS: The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her may seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint or interference by the other in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

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2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE: Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under Chapter 794 (1978) Laws of Maryland, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party, as if the parties at such time were unmarried. From and after the date of this Agreement, each of the parties for himself or herself and for their respective heirs, personal representatives and assigns, hereby expressly waives any legal right he or she may have under any federal or state law as a spouse to participate as a payee or beneficiary in or to any interest the other may have in any retirement plan, pension plan, including, but not limited to, the right to receive any benefits in the form of a lump sum death benefit,

joint and survivor annuity pursuant to the Employees Retirement Income Security Act as amended by the Retirement Equity Act of 1984, and each of the parties hereby expressly consents to any election or designation of beneficiary made now or in the future by the other as a participant with respect to the recipient and the form of payment of any benefit upon retirement or death, under any such pension plan, profit sharing plan or other form of retirement plan.

3. CHILD CUSTODY AND VISITATION: Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places to include but not be limited to three (3) times each week and overnight every other weekend. Husband shall have the right and privilege of to have the Children with him three (3) weeks during each summer vacation and on alternating holidays to include Christmas, New Years, Easter, Thanksgiving, and the Children's birthdays.

4. CHILD SUPPORT: Husband shall pay to Wife, for the support and maintenance of each Child, the sum of Four Hundred Dollars (\$400.00) per month, for a total of Eight Hundred Dollars (\$800.00) per month for the Children, until the first to occur of any of the following events with respect to each Child: (i) death of the Children or Husband; (ii) marriage of the Children; (iii) the Child's becoming self-supporting, or (iv) the Child's arrival at the age of eighteen (18) years. To the extent that the child support payments do not exceed the monthly mortgage payments on both the first and second mortgages on 127 Jefferson Avenue, they shall be paid directly to the mortgagees. The excess, if any, shall be paid directly to Wife on the first of each month. So long as Husband complies with the provisions of this Paragraph, he shall have the right to claim the Children as his dependents on his income tax returns, and Wife agrees not to declare the Children as her dependents on her income tax returns. Wife agrees to execute IRS form 8332, or the equivalent, simultaneously with the

execution hereof (or, as appropriate) to evidence the agreement of the parties regarding dependency. The Wife agrees to sign a written declaration, each year, conforming in style and language to IRS requirements, that she will not claim the Children as a dependent for the year. Such declaration is to be signed by Wife and returned to Husband within five (5) days after presentation by Wife.

5. FIXED ALIMONY: Husband shall pay to Wife, for her support, the fixed and unchangeable sum of Nine Thousand Six Hundred Dollars (\$9,600.00) per year, accounting from the date hereof, payable in equal monthly installments of Eight Hundred Dollars (\$800.00) on the first day of each month, for so long as the parties live separate and apart or for a period of ten (10) years and until the first to occur of any of the following events: (i) remarriage of Wife; (ii) death of Wife; or (iii) expiration of one week following the death of Husband. The aforesaid provision shall not be subject to modification of any court. The parties expressly waive the right ever hereafter to have any court change or make a different provision for the support and maintenance of Wife, and they further expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to any court for an increase or decrease in the amount of or a modification of the terms of such support and maintenance as herein provided.

6. PRIVATE SCHOOL: Husband shall pay all of the costs of private school education for each Child through the twelfth grade. Wife agrees to discuss with Husband educational plans for the Children, and to give him adequate advance notice of all expenses for which Husband shall be liable under this Paragraph.

7. COLLEGE: Husband shall contribute to the college education of each Child who attends college, to the extent of his financial ability to do so

at that time. The question of financial ability is solely within the Husband's discretion and not subject to review by a Court of competent jurisdiction.

8. MARITAL HOME: The parties own, as tenants by the entireties, improved premises in Baltimore County, State of Maryland, known as 127 Jefferson Avenue, (the "Home"). The Home is subject to the lien of two (2) mortgages. Wife shall have the exclusive right to occupy the Home until the first to occur of (i) Wife's remarriage; (ii) the arrival of the youngest Child at age eighteen (18); or (iii) Wife's vacating the Home with the intention of making other quarters her permanent place of residence, which intention shall be presumed should Wife actually reside in another dwelling for a period of forty-five (45) days or more. So long as Wife continues to occupy the Home in accordance herewith, Husband and Wife shall share equally the cost of maintaining the Home including, but not limited to painting, pest control, minor plumbing and electrical repairs and other minor repairs to the Home. Husband agrees to be solely responsible to pay the mortgage in accordance with paragraph 4 of the Agreement. Husband further agrees to be solely responsible for all major repairs to the Home including, but not limited to a new roof, a new furnace, or replacement of air conditioning unit. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify him from any liability therefor. Upon the first to occur of the foregoing events, or upon the earlier desire of Wife to sell the Home, the parties shall sell the Home, either directly or through a broker of their choice, at a price agreed upon by the parties, or, if they are unable to agree, at a price determined by a broker selected by Husband and Wife or their counsel. Wife may continue to occupy the Home until the closing. The parties shall execute any contract to make a sale of the Home and any deed and/or other document necessary to consummate the sale under contract and in accordance with this Paragraph. If, for any reason, either

party does not, within twenty-one (21) days of delivery to him, execute any listing contract or contract to make a sale of the Home, in accordance with the provisions of this Paragraph, or any deed, instrument or other such document, then the other party may execute the same on his or her behalf as his or her agent pursuant to an agency coupled with an interest, and each party hereby irrevocably appoints the other with the full power of an attorney-in-fact for him or her to execute, acknowledge and deliver any and all necessary or desirable contracts, deed, releases, mortgages, instruments or documents for the purpose of listing, conveying, clearing or waiving any interest or right in the Home as fully as he could do personally, with full power of substitution and confirming all that the agent and attorney-in-fact or substitute may do or cause to be done. Upon the sale of the Home in accordance herewith, the net proceeds of sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales (i) any broker's commissions and/or attorney's fees incurred in connection with the sale; (ii) all expenses of the sale and closing costs; (iii) the principal, accrued interest and any prepayment penalty due on the mortgage; and (iv) a reimbursement to Wife for any reduction in principal due to payments she has made on the mortgage since the date of this Agreement.

9. DEBTS: Husband shall assume all responsibility for debts contracted by the parties, or either of them, prior to January 20, 1986. Husband shall hold Wife harmless and shall indemnify her from any and all liability for any such debts. From and after the date of January 20, 1986, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations. Further, Husband shall indemnify and hold Wife harmless for any tax liability Husband may have incurred individually, jointly, or

in the name of one of his business enterprises for all tax years through December 31, 1985.

10. PERSONAL PROPERTY: Husband and Wife acknowledge that they have previously divided all of their tangible personal property and household chattels, and they shall be and remain the sole and exclusive property of the party in whom possession currently resides, free and clear of any interest of the other.

Each party shall retain, as his or her sole and separate property, any automobile, stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Husband and Wife acknowledge that the 1982 Cadillac Cimeron previously titled in Husband's name has been transferred to Wife and shall be her sole and exclusive property free and clear of any interest of Husband. All remaining automobiles and motor vehicles of any kind currently titled in Husband's name shall be and remain his sole and exclusive property.

11. GRANDPARENT'S VISITING RIGHTS: The grandparent's of the minor Children of Husband and Wife both on the maternal and paternal sides shall have reasonable rights of visitation.

12. MUTUAL RELEASE AND HOLD HARMLESS: Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself and herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever, in law or in equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on

behalf of the other or make any charge against the account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

13. RESERVATION OF GROUNDS FOR DIVORCE: Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

14. COUNSEL FEES; COURT COSTS: Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party bringing the proceeding shall pay all court costs thereof, including any Master's fees.

15. MISCELLANEOUS COVENANTS:

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Maryland, including, but not limited to, any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and the singular the plural, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

WITNESS:

Robert W. WelchEugene Michael Frasca (SEAL)
EUGENE MICHAEL FRASCARobert W. WelchPatricia Butova Frasca (SEAL)
PATRICIA BUTOVA FRASCA

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 10th day of June,
1986, before me, a Notary Public of the State of Maryland, in and for the
City/County of Baltimore, personally appeared EUGENE MICHAEL FRASCA,
who made oath in due form of law that the matters and facts set forth in the
foregoing Agreement with respect to the voluntary separation of the parties are
true and correct as therein stated and acknowledged that the said Agreement is
in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Virginia C. Leuba
Notary PublicMy Commission Expires: 7-1-86

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 10th day of June,
1986, before me, a Notary Public of the State of Maryland, in and for the
City/County of Baltimore, personally appeared PATRICIA BUTOVA FRASCA,
who made oath in due form of law that the matters and facts set forth in the
foregoing Agreement with respect to the voluntary separation of the parties are

true and correct as therein stated and acknowledged that the said Agreement is
in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Virginia C. Leuba
Notary PublicMy Commission Expires: 7/1/86

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BOOK 32 PAGE 957

JAMES MARTIN FREY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LAURA JEAN FREY	:	Carroll County
Defendant	:	Case No. CV 5061

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 28th day of January, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, James Martin Frey, be and he is hereby granted an Absolute Divorce from the Defendant, Laura Jean Frey; and

It is further ADJUDGED and ORDERED that the Plaintiff, James Martin Frey, and the Defendant, Laura Jean Frey, be and they are hereby awarded joint custody of Adam Jonathan Frey and Joshua Nathaniel Frey, the minor children of the parties, with the children's primary residence being with Defendant and with the right of complete and extended visitation with said children, all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 9, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff shall pay Defendant child support as set out in Paragraph IX of said Agreement, subject to the further Order of this Court; and

Filed January 28, 1988

BOOK 32 PAGE 958

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

it is further ORDERED that the Plaintiff pay the costs of these proceedings.

John K. Burns
Judge

VOLUNTARY SEPARATION & PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 4th day of January 1986, by and between JAMES MARTIN FREY ("Husband") and LAURA JEAN FREY ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 29, 1967 in Carroll County, Maryland. Two children were born as a result of this marriage, namely ADAM JONOTHAN FREY born 10/22/70 and JOSHUA NATHANIEL FREY born 7/6/74.

Differences have arisen between the parties and they are now and have been since January 16, 1984 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

I. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the

parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

II. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties, here-to for himself or herself and his or her own respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794, (1978) Laws of Md. and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

III. HEALTH INSURANCE

The Husband agrees to maintain the present Health Insurance or a comparable substitute on the Wife for ten (10) years from the date of this Agreement. The Husband also agrees to insure the children under his existing medical insurance premium for so long as he is required by law to pay child support. The Husband also agrees to pay all medical bills for the children for so long as he is required to pay child support and to pay the medical bills of the Wife until a final divorce.

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BOOK 32 PAGE 961

IV. CUSTODY

The parties agree that they each will have joint custody of the children born as a result of the marriage. It is anticipated that the children would normally reside with the Wife. It is further the intent of the parties that the Wife would normally make decisions regarding studies, school, chores, punishments and vacations.

V. VISITATIONS

It is the intention of the parties that the Husband will have complete and extended visitations with the children.

VI. FARM ANIMALS

The Wife presently owns approximately fifty (50) Head of cattle and two (2) horses. These animals are kept on seventy two (72) acres on Flag Marsh Road, Woodbine, Maryland. This seventy two (72) acre farm is owned by U. I. Builders, Inc. of which JAMES MARTIN FREY, the husband, is President. It is further agreed that the Wife will have the right to use this farm with its barn and outbuildings to conduct her cattle and horse operations for a period of five (5) years from the date of signing this Agreement and with a further option to the Wife to extend this Agreement for an additional five (5) years without notice to the Husband of said request for extension. The consideration for this right to use this land will be the rent of \$1.00 per year to be paid by the Wife to U.I. Builders, Inc. It is further agreed between the parties that the existing grain, hay, feed and silege are the exclusive property of the Wife. It is also agreed that any future grain, hay, feed and silege belong to the Wife during the term of the Lease or any extension thereof. The tenant house located on the aforementioned farm will be in the exclusive possession of the Wife under the same terms and conditions as set forth in the Lease provisions above. The Wife will not have the right to sub-lease the tenant house without the consent of the owner. Said consent to sub-lease shall not be unreasonably withheld. The Farm Hand who presently lives in the tenant house is being paid by the Husband. The Husband agrees to continue to provide a Farm Hand during the term of the above mentioned lease and any extension thereof for the purpose of maintaining the farm and assisting in the cattle

operation.

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BOOK 32 PAGE 962

VII. BUILDING LOTS

JAMES MARTIN FREY is the President of U.I. Builders, Inc. It is the intention of U.I. Builders, Inc. to sub-divide the above mentioned farm in the future. The Husband personally, and further as President of, and on behalf of U.I. Builders, Inc. agrees to convey to the Wife a lot or lots, not exceeding six (6) acres, once the farm has been sub-divided. This lot or lots will be at the Wife's sole selection. In the event the Wife decides to sell this six (6) acre lot or lots, she must first offer them to the Husband before selling them to anyone else. U.I. Builders, Inc. has preliminary surveys completed on the aforementioned farm and it has been determined that approximately ten (10) acres of land will include the tenant house, barn and outbuildings. U.I. Builders, Inc. by its President, JAMES MARTIN FREY and JAMES MARTIN FREY individually agree to give the Wife first right of refusal to purchase this ten (10) acre tract with its buildings at its appraised value.

VIII. CHILDREN'S EDUCATION

The parties agree that the Husband will be responsible to pay for private schooling for the children through grade twelve (12). The Husband further agrees to pay for not more than four (4) years of College or Trade School education beyond High School.

IX. ALIMONY AND CHILD SUPPORT

The Husband waives all rights to alimony. The Husband agrees to pay to the Wife as a monetary settlement the sum of \$350.00 per week, accounting from the date of this Agreement, for a period of ten (10) years. Each year, on the anniversary of this Agreement, the payment will increase by ten (10) dollars over the previous years payments. The Wife waives her rights to alimony. It is expected that this monetary settlement between the Husband and Wife should be sufficient to support the children and therefore, no provision is being made in this Agreement for additional sums to be paid as child support.

X. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, releases and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

XI. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

XII. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party so instituting divorce proceedings shall be responsible for all court costs.

XIII. MISCELLANEOUS BOOK 32 PAGE 964

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purpose of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home; if any, any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

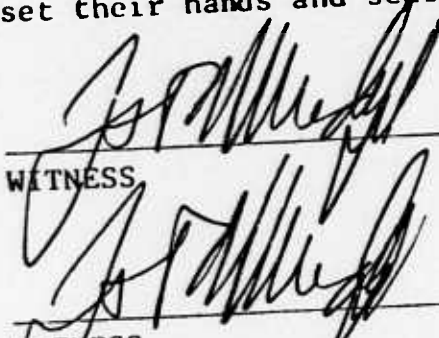
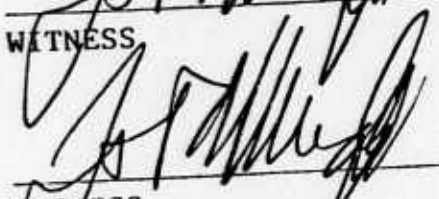
D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to seek counsel of his or her own selection in the negotiation and execution of this Agreement.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

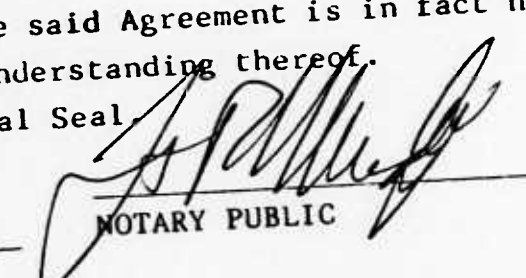
F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

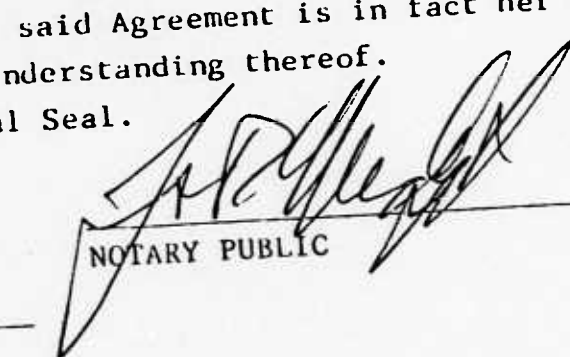
IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS  (SEAL)
JAMES MARTIN FREY
WITNESS  (SEAL)
LAURA JEAN FREY

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:
I HEREBY CERTIFY that on this 9th day of JANUARY 1986, the above named JAMES MARTIN FREY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

WITNESS my hand and Notarial Seal
My Commission Expires: 7-1-86

NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:
I HEREBY CERTIFY that on this 9th day of JANUARY 1986, the above named LAURA JEAN FREY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS my hand and Notarial Seal.
My Commission Expires: 7-1-86

NOTARY PUBLIC

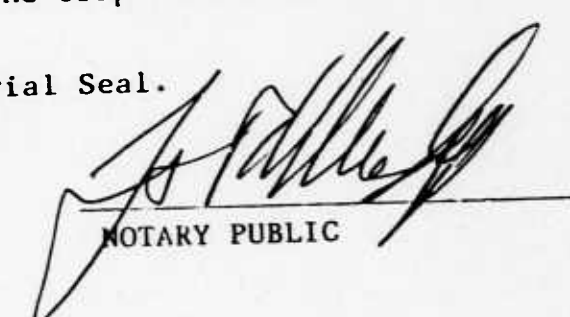
WITNESS  (SEAL)
JAMES MARTIN FREY, President
U. I. Builders, Inc.

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY that on this 9th day of JANUARY 1986, the above named JAMES MARTIN FREY, President of U.I. Builders, Inc. personally appeared and made oath in due form of law that the matters and facts set forth in the foregoing Agreement and Lease are true and correct as therein stated and further that he is authorized to obligate the Corporation to the terms set forth herein.

WITNESS my hand and Notarial Seal.

My Commission Expires:
7-1-86


NOTARY PUBLIC

ALICE M. SLADE * IN THE
 Plaintiff *
 vs. *
 GEORGE W. SLADE, II. * CIRCUIT COURT
 Defendant *
 Equity No. 19909 *
 * * * * *
 GEORGE W. SLADE, II *
 Plaintiff *
 vs. * CARROLL COUNTY
 ALICE M. SLADE *

Defendant Case Nos. Equity 19909
 and CV4001, Consolidated for Trial
 Case No. CV4001
 * * * * *

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented before the Court on the issue of divorce and testimony and evidence having been presented by the Plaintiff and the Defendant and said evidence being considered by this Court;

It is this 28th day of January, 1988, ORDERED, by the Circuit Court for Carroll County, that the Plaintiff in Case No. CV4001 and Defendant in Equity No. 19909, to wit: George W. Slade, II., be and he is hereby absolutely divorced from his wife, the Defendant in Case No. CV4001 and the Plaintiff in Equity No. 19909, to wit: Alice M. Slade; and

IT IS FURTHER ORDERED, pursuant to a Stipulation and Agreement entered into by and between Alice M. Slade and George W. Slade, II. before this Court on January 7, 1988, as follows:

WILLIAM R. MACDONALD
 ATTORNEY AT LAW
 WESTMINSTER, MD 21157

Filed January 29, 1988

First: George W. Slade, II. shall deliver to counsel for Alice M. Slade, within ten (10) days of the date of this Order, a full and complete Release of Mortgage and Note in connection with the SEBCO Federal Credit Union Loan obtained by the parties on or about June 29, 1987, which the said George W. Slade, II. verifies and confirms was paid in full.

Second: George W. Slade, II. shall receive as his sole and separate property, without any claim on the part of Alice M. Slade, the following furniture and furnishings:

- A. One Pine dry sink valued at \$250.00;
- B. One wall bracket feet Hepplewhite str. end. chest of drawers valued at \$500.00;
- C. One Cherry Sheraton drop leaf table w/drawer valued at \$250.00;
- D. One Pine early wash bench valued at \$150.00;
- E. One Pine blanket chest w/strap hinges, bracket feet & 3 drawers valued at \$250.00;
- F. One small pine turn leg slant top desk valued at \$95.00;
- G. One 4 drawer pine cottage chest valued at \$100.00;
- H. One plank seat cherry balloon back arm rocker valued at \$125.00;
- I. One Adams decorated plank seat rocker valued at \$125.00;
- J. One Ogee mirror valued at \$45.00;
- K. One empire cherry panel end 4 drawer dresser w/French feet valued at \$300.00;
- L. One Reproduction pine bench valued at \$90.00.

TOTAL value \$2,280.00

WILLIAM R. MACDONALD
 ATTORNEY AT LAW
 WESTMINSTER, MD 21157

George W. Slade, II. shall make arrangements to pick up said items of personal property from the home of Alice M. Slade.

Third: George W. Slade, II. shall retain as his sole and separate property, without any claim on the part of Alice M. Slade, one cherry breakfront, which is presently in the possession of Alice M. Slade's brother, to wit, William Henry Minor, of Baltimore County, Maryland. George W. Slade, II. shall pay to William Henry Minor the cash sum of Five Hundred Dollars (\$500.00) for said cherry breakfront. George W. Slade, II. shall make arrangements to pick up said item from the home of William Henry Minor.

Fourth: George W. Slade, II. shall pay child support to Alice M. Slade in the amount of \$200.00 each month for and on behalf of James D. Slade, the infant child of the parties, accounting from January 15, 1988, to and including September 15, 1988, (the said James D. Slade will reach the age of 18 years on September 20, 1988). George W. Slade, II. will not be required to make any payments to Alice M. Slade during this period of time but any amounts not so paid to Alice M. Slade for child support during this period of time shall accrue and shall be used by Alice M. Slade as a credit against any and all moneys due and owing by her to George M. Slade, II. in connection with her purchase from him of his interest in the jointly owned farm located at 1243 Old Fridinger Mill Road, Westminster, Carroll County, Maryland, as hereinafter set forth.

Fifth: Alice M. Slade shall pay to George W. Slade, II., within 10 days of the date of this Order, for all of his right, title and interest in their jointly owned real estate located along Old Fridinger Mill Road, in the Sixth Election District of Carroll County, Maryland, containing 15 acres of land, more or less, with improvements thereon as more specifically set forth in a Deed of J. Paul Hering and Barbara P. Hering, his wife, unto

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

George William Slade, II and Alice Minor Slade, his wife, dated July 23, 1971, and recorded among the Land Records of Carroll County in Liber CCC Book 492 Page 209 et seq., the total price of Twenty Eight Thousand Five Hundred Dollars (\$28,500.00) to be paid as follows:

- a. Ten Thousand Dollars (\$10,000.00) to be paid in cash within 10 days of the date of this Order;
- b. The balance of Eighteen Thousand Five Hundred Dollars (\$18,500.00) to be paid in the form of a Mortgage and Note which Mortgage and Note will provide that the principal balance of Eighteen Thousand Five Hundred Dollars (\$18,500.00) shall be paid 48 months from the date thereof and shall draw interest at the rate of 8% per annum which interest payments will be paid monthly by Alice M. Slade to George W. Slade, II., providing however, that Alice M. Slade will only be required to pay interest at the rate of 5% per annum as the monthly payment, the additional 3% per annum interest to be deferred until a final settlement between the parties at which time all principal and the additional interest will be paid in full, provided further, that any and all unpaid support monies hereunder ordered to be paid by George W. Slade, II. to Alice M. Slade shall be deducted from any and all amounts due and owing by Alice M. Slade to George W. Slade, II. at the time said principal is due and paid.

Sixth: The parties are hereby denied any claim or right to alimony, either temporary or permanent, from the date of this Order.

Seventh: Within ten days of the date of this Order, George W. Slade, II. shall execute a special Warranty Deed unto Alice M.

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

Slade, conveying to her all of his right, title and interest in the real estate previously described in this Order.

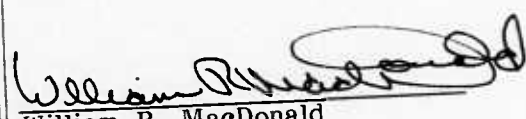
AND IT IS FURTHER ORDERED that each of the parties shall retain as their sole and separate property, all other real and or personal property in which each now has, had, or will have an interest.

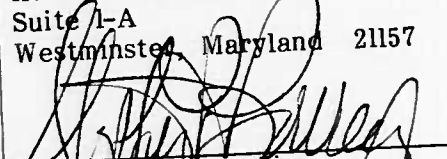
IT IS FURTHER ORDERED that Alice M. Slade shall have the care and custody of James D. Slade, the infant child of the parties, pending the further Order of this Court and that George W. Slade, II. shall have reasonable rights of visitation with said child; and

IT IS FURTHER ORDERED that the Defendant, George W. Slade, II. shall pay the court costs of the above cases as taxed by the Clerk; and

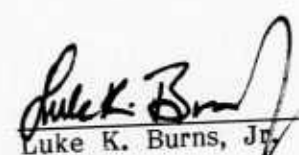
IT IS FURTHER ORDERED that any other issues arising in this case which have not been resolved by the Stipulation and Agreement between the parties or by this Order shall be reserved for a future determination by this Court.

Agreed and Approved:


William R. MacDonald
Attorney for Plaintiff
117 East Main Street
Suite 1-A
Westminster, Maryland 21157


Stephen P. Boucek
Attorney for Defendant
6314 Sykesville Road
Sykesville, Maryland 21784

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157


Luke K. Burns, Jr.
Judge


BEVERLY BARLOW HOWES * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
JAMES LEO HOWES, SR. * CARROLL COUNTY
Defendant * CASE NO.: CV0496

JUDGMENT OF ABSOLUTE DIVORCE

This case having come on for hearing before the Honorable Judge Donald J. Gilmore, of the Circuit Court of Maryland for Carroll County, on November 20, 1987, the Plaintiff having been represented by counsel, the Defendant having appeared in proper person, the parties having reached an agreement as to the issues of custody of the two (2) minor children of the parties, Plaintiff's interest in the retirement pension of Defendant, the disposition of a Jayco Trailer, alimony, and marital property, the parties having placed the Agreement on the record, with the approval of this Court, and having proceeded on the Supplemental Complaint of the Plaintiff, Beverly Howes, it is therefore, this 28th day of December, 1987:

THE JUDGMENT OF THIS COURT, that the Plaintiff, Beverly Barlow Howes, be and she is hereby granted an Absolute Divorce from the Defendant, James Leo Howes, Sr.; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the custody of Stephanie Ann Howes, the minor child of the parties, D/B 2/4/85, be granted to the Plaintiff, Beverly Barlow Howes; and,


filed January 29, 1988

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the custody of Wayne Russell Howes, minor child of the parties, D/B 5/26/72, be granted to the Defendant, James Leo Howes, Sr.; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that Defendant, James Leo Howes, Sr., shall have Wayne Russell Howes reevaluated by his physician regarding the appropriate medication for his hypertension, pursuant to the recommendation contained in the evaluation of the Carroll County Department of Social Services, dated July 16, 1987; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the Plaintiff, Beverly Barlow Howes, shall provide the Defendant with the social security card and a copy of the birth certificate of Wayne Russell Howes; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that each of the parties be granted the right to visit, and have with him or her at all reasonable times, the child in the custody of the other; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that both parties are denied alimony, past, present and future, by virtue of their expressed waiver thereof; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that all tangible personal property and household chattels presently located at Plaintiff's residence shall be and remain the sole and exclusive property of Plaintiff, free and clear of any

interest of Defendant; and, all tangible personal property and household chattels presently located at Defendant's residence shall be and remain the sole and exclusive property of Defendant, free and clear of any interest of Plaintiff; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the Defendant shall retain as his sole and exclusive property his pension interest with the International Union of Operating Engineers, Local 37, free and clear of any interest of the Plaintiff; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the 1981 Jayco Trailer of the parties shall be and remain the sole and exclusive property of Plaintiff, free and clear of any interest of the Defendant, and that the Defendant shall execute such other and further instruments and shall perform such acts as may be reasonably required to effectuate legal transfer of the title of the aforesaid trailer in the sole name of wife; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the Four Hundred and Seventy Nine Dollars (\$479.00) in proceeds from a settlement as a result of injuries sustained by the minor child of the parties, Wayne Russell Howes, and currently in the possession of Plaintiff, be deposited in an account with a financial institution in the sole name of Wayne Russell Howes; the minor may not withdraw any funds without an Order of Court or until he obtains his majority. The funds

so deposited shall remain subject to the Order of the Court. The Defendant, as custodial parent of the minor, Wayne Russell Howes, shall retain the book of deposit or receipt for the deposit until the aforesaid minor reaches the age of majority; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that each party waives any further claim against the other and, therefore, no further relief is granted as to any right under the Maryland Property Act, Annotated Code of Maryland, Family Law, Section 8-20128-210; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that Defendant shall pay the open court costs in the above captioned case; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the Defendant shall pay ^{FORWARD} to the Plaintiff attorney's fees in the amount of \$1,000.00; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the Defendant, James Leo Howes, Sr., shall pay child support to the Plaintiff, Beverly Barlow Howes, for the minor child of the parties, Stephanie Ann Howes, until said child reaches age eighteen (18), in the amount of \$60.00 per week, payable through the Bureau of Support Enforcement; and

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the Defendant shall pay \$10.00 per week, through the Bureau of Support Enforcement, on the arrearage of \$242.00, until the arrearage is brought current; and

IT IS FURTHER THE JUDGMENT OF THIS COURT, that this Order constitutes an immediate and continuing Withholding Order and all earnings due to the obligor on and after the date of this Order, subject to the condition set forth in the Maryland Code Annotated Family Law Article, Sections 10-120, et seq; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that if the obligor accumulates support payment arrears, amounting to more to more than thirty (30) days of support, he shall be subject to earnings withholding; and,

IT IS FURTHER THE JUDGMENT OF THIS COURT, that the obligor shall notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect, and failure to comply will subject him to a penalty not exceed \$250.00, and may result in his not receiving notice of proceedings for earning withholding.


JUDGE

JOHN HOWARD BROWN * IN THE
 Plaintiff/Counter- * CIRCUIT COURT
 Defendant * FOR
 Vs. * CARROLL COUNTY
 FRANCES RUHL BROWN * Case No. CV 3328
 Defendant/Counter- *
 Plaintiff *
 * * * * *

MEMORANDUM AND ORDER

Before the Court are complaints for divorce filed by John Howard Brown (hereinafter "The Husband") and Frances Ruhl Brown (hereinafter "The Wife"). Each seek custody, use and possession, child support and a monetary award. The Husband's complaint alleges constructive abandonment and adultery. The Wife's complaint alleges cruelty and abandonment.

The parties were lawfully married on April 22, 1972 and three children were born as a result of the marriage. In recent years their relationship can best be characterized as "stormy." The Husband often made unfounded accusations of adultery and humiliated the Wife in the presence of her family and friends, however the parties continued to reside together until September 16, 1986. The evidence disclosed that on that date the Wife took out a domestic violence petition against the Husband, threatened him with criminal prosecution on charges of child abuse, which this Court determines were unfounded, and ordered the Husband to remove himself from the family home, which was titled solely in her name. Such conduct constituted

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constructive abandonment; was the final and deliberate act of the Wife designed to terminate the marriage; has continued uninterrupted; and there is no reasonable hope of a reconciliation between the parties. The Husband will be granted an absolute divorce.

CUSTODY AND VISITATION

Each of the parties seek an award of custody of their three daughters, Kathleen Jennifer Brown, Mary Judith Brown and Sarah Ann Brown. In resolving custody disputes, this Court is governed by what it perceives to be in the best interest of the particular children and most conducive to their welfare. Neither party suggests that it would be appropriate to split the custody of the three children and the Court finds that it is in their best interest to reside together. The children wish to live with their mother. She has always been the primary provider of their educational and religious needs. This Court finds that each of the parties is fit and a proper person to have custody. However, as between the two parents, this Court finds that the Wife is best equipped with the parenting skills, temperament, attitude and personality characteristics needed by the three children, and that their best interests would be served by an award of custody to the Wife. The Wife will be awarded custody subject to reasonable rights of visitation on the part of the Husband.

The relationship between the Husband and the children may best be characterized as strained, however, the Husband has the

right to visit with and be visited by the children, and it is in their interest that they develop a meaningful relationship with their father. This Court does not believe that supervised visitations between the Husband and the children are necessary. The parties and their children will be directed to undergo family counselling at the Carroll County Health Department, with the expectation that with the encouragement of their mother, the children and their father can develop a better relationship with each other, ultimately resulting in a more extensive and meaningful visitation routine. To the extent that the costs of counselling are not covered by the parties respective insurance programs, the parties will equally share such costs. Presently the Court finds that the pendente lite visitation routine established by this Court's Order dated June 1, 1987 is an appropriate arrangement, and it will incorporate such provisions in this decree.

USE AND POSSESSION

The Wife, having been awarded custody of the three children, seeks an award of use and possession. This Court finds that the premises known as 363 Jasontown Road, Westminster, Maryland, 21157, is a "family home" and that the furnishings and appliances located therein are "family use personal property" as defined in §8-201 of the Family Law Article. In evaluating the appropriateness of the requested award, the Court notes that the Wife and the children have continued to reside in the family home since the Husband left in September, 1986. During that

period the Husband has resided in rental housing. The children have had somewhat of an opportunity to adjust to their parent's separation, and their best interests do not require that they continue to reside in the home for an extensive period of time. The Husband does not reside in the home and does not use the home for the production of income. There is significant equity in the home and the proceeds from its sale or refinancing can be a source of funds to be used by each of the parties. The Wife will be awarded use and possession until July 1, 1989.

Mary presently attends the seventh grade at St. John's Parochial School and Sarah is in the first grade at the same School, Kathleen is in the ninth grade at Francis Scott Key High School. At the end of the use and possession award Mary will have completed elementary school, and the education of Kathleen and Sarah will not be unduly disrupted. During such period the Husband and the Wife will share equally the cost of the mortgage payments on the aforesaid family home, the payments on the Home Equity (U.N.C.L.E.) loan and the payments on the parties joint personal loan, and the cost of homeowner's insurance and taxes, if not part of the mortgage payment. Such payments on the part of the Husband shall be in addition to the payment of child support hereinafter set forth.

SUPPORT

The Wife seeks an award of child support. She claims monthly expenses of \$2,866.18, allocating \$921.70 to herself and \$1,944.48 to the children. She is employed by the Board

of Education of Carroll County as a teacher with a net monthly wage of \$1,326.49. The Husband is employed by the State of Maryland, Office of Public Defender as a contract employee. His gross bi-weekly pay is \$700.00. He also receives a disability pension by virtue of his previous employment with the Baltimore City Police Department. His net monthly income from these two sources is \$2,451.65. The Court is cognizant of the fact that the parental duty to support is joint and several and in accordance with the respective financial resources of the parties, but notes that the Wife does not have sufficient resources to provide both for herself and the minor children. The Wife has been awarded use and possession of the family home. The parties have been ordered to share equally the mortgage expenses and real estate taxes on the home. The Wife will hereinafter be awarded 10.425 percent of the Husband's disability pension benefit. Furthermore, testimony disclosed that certain household expenses and recreation expenses of the children are met by the Wife's stepson who resides on the property. Based upon this Court's evaluation of the existing circumstances of the parties, the needs of the children, the financial needs and resources of the parties, the Husband shall be ordered to pay to the Wife the sum of \$175.00 per month, per child as child support.

MONETARY AWARD

Each of the parties have requested a monetary award as an adjustment of the equities and rights of the parties concerning

marital property. Prior to determining whether or not to grant a monetary award, this Court is required to first determine what is marital property and then value that property.

The parties agree that the marital home located at 363 Jasontown Road, Westminster, titled in the name of the Wife, is marital property, and has a fair market value of \$142,000.00, subject to mortgage liens in the amount of \$42,525.66, rounded out to \$42,500.00. The parties are the subject of a suit filed by the Wife's mother, presently pending before this Court, (Ruhl v. Brown, Case No. CV 4890), in which she claims an interest in the marital home and seeks damages in the amount of \$30,000.00. The parties have stipulated that the issue of their respective interest, if any, in any or all of the \$30,000.00 in dispute in Ruhl v. Brown, shall be reserved for future determination by this Court. Therefore, for the purposes of a determination pursuant to §8-205 of the Family Law Article, the home has been valued at \$69,500.00. The Wife claims that \$8,000.00 of the value of the home is her sole and separate property since it is traceable to an inheritance she received in 1977. She has failed to persuade this Court that such funds were utilized to obtain permanent improvements to marital property as opposed to periodic repairs which did not increase the property's value.

The Husband receives a disability pension benefit from the Baltimore City Police Department. The plan is administered through the Mayor and City Council of Baltimore. He receives a bi-weekly benefit of \$629.35. It is stipulated that 20.85

percent of that payment constitutes marital property, which this Court values at \$61,414.56. (1)

The Husband owns a 1983 Nissan Sentra automobile, valued at \$3,925.00, subject to a lien of \$2,625.60. The Wife owns a 1987 Ford Taurus Stationwagon, valued at \$10,700.00, subject to a lien of \$11,750.00. Both vehicles are marital property, however their net value is so insignificant that for purposes of §8-204, no valuation is set forth. Likewise, the value of the furnishings owned by the Husband and located in his residence is exceeded by encumbrances on the property.

The jointly owned furnishings of the parties located in the marital home are valued at \$4,540.00. Fifty percent of the value of the jointly owned furnishings have been allocated to the Husband and fifty percent to the Wife. Exclusive of the Husband's pension, the value of the property interests of the Wife is \$71,770.00 and the value of the property interests of the Husband is \$2,270.00.

In determining the appropriateness of a monetary award this Court is required to consider those factors set forth in §8-205. The Court notes that although the Wife was employed during the marriage as a substitute teacher and as a director of a day care center, the Husband was the primary provider of the monetary needs of the parties and their children. The Wife was also engaged in rearing the children, a contribution to the marriage, no less significant than the Husband's monetary contributions. Neither of the parties have significant

1. Based upon the receipt of the bi-weekly sum of \$131.22 for the Husband, life expectancy of 18 years.

property interests in their own name which do not constitute marital property, except the non-marital portion of the Husband's disability pension. Both parties are gainfully employed. The parties were married for approximately 16 years, and although not the grounds upon which a divorce was granted, the estrangement of the parties occurred long prior to their separation, and was primarily occasioned by the Husband's unfounded accusations of adultery and the repeated humiliation and embarrassment which the Husband caused the Wife in the presence of family and friends. The Husband is 58 years old; has a life expectancy of 18 years; and he described his health as "fair." He is not currently on any type of medication. The Wife is 40 years old; has a life expectancy of 41 years and is in excellent physical and mental condition. The marital property was primarily acquired by virtue of the Husband's employment. The Court further notes that the Wife has been provided with child support and awarded use and possession of the family home.

In adjusting the rights of the parties in and to marital property, the statute requires an "equitable" but not necessarily equal division. However, this Court determines that an equal division of marital property would be equitable, and that the marital property should be allocated fifty percent to the Husband and fifty percent to the Wife. With the exception of the Husband's disability pension, the value of the property interests of the Wife exceed those of the Husband by the sum of \$69,500.00. The Husband will be granted a monetary award of \$34,750.00. The Court envisions that after the use

and possession award terminates, the Wife may wish to sell the home, or refinance the home, so as to provide a source of funds to satisfy the Husband's monetary award. The Wife will pay the sum of \$34,750.00 to the Husband at such time as settlement is conducted for the sale or refinancing of the marital home or by September 1, 1989, whichever date shall first occur.

Pursuant to §8-205(a) of the Family Law Article the Court will transfer ownership of 10.425 percent of the Husband's interest in his disability pension benefit to the Wife. Counsel will submit a Qualified Domestic Relations Order effectuating the terms of the transfer of disability pension benefits ordered by this judgment for divorce.

Furthermore, in considering the financial resources of the parties, their respective assets and earnings capacity, each will be required to pay their own counsel fees. The Husband shall be assessed court costs.

For the foregoing reasons it is this 4th day of January, 1988, by the Circuit Court for Carroll County, ORDERED,


1. That John Howard Brown be granted an absolute divorce from Frances Ruhl Brown.
2. That Frances Ruhl Brown be awarded the care and custody of Kathleen Jennifer Brown, Mary Judith Brown and Sarah Ann Brown, the minor children of the parties hereto, with the right of visitation to John Howard Brown on

the second and fourth Sunday of each month during the hours of 1:00 p.m. to 6:00 p.m., and with the right to communicate with said children by telephone at all reasonable times.

3. That John Howard Brown, Frances Ruhl Brown, Kathleen Jennifer Brown, Mary Judith Brown and Sarah Ann Brown are directed to undergo family counselling at the Carroll County Health Department, and to the extent that any costs thereof are not covered by insurance, John Howard Brown and Frances Ruhl Brown shall equally share said cost.
4. That Frances Ruhl Brown shall have the use and possession of the family home located at 363 Jasontown Road, Westminster, Maryland, 21157 and all furnishings and appliances located therein until July 1, 1989. Frances Ruhl Brown and John Howard Brown will share equally the cost of mortgage payments on the aforesaid family home, the payments on the Home Equity (U.N.C.L.E.) loan and the payments on the parties' joint personal loan, and the cost of homeowner's insurance and taxes, if not part of the mortgage payment.

5. That John Howard Brown shall pay directly to Frances Ruhl Brown child support in the amount of \$175.00 per month, per child, commencing and accounting from the date of this order.
6. That John Howard Brown be awarded a monetary award in the amount of \$34,750.00. Said sum shall be paid by Frances Ruhl Brown to John Howard Brown at such time as settlement is conducted for the sale or refinancing of the marital home or by September 1, 1989, whichever date shall first occur.
7. Counsel are directed to submit to the Court a Qualified Domestic Relations Order effectuating the transfer of ownership of 10.425 percent of John Howard Brown's interest in his disability pension benefit to Frances Ruhl Brown.
8. That John Howard Brown and Frances Ruhl Brown shall each be required to pay their respective counsel fees.
9. That if John Howard Brown accumulates support payment arrears amounting to more than thirty (30) days of support, he shall be subject to earnings withholding.
10. That John Howard Brown is required to notify

- the Court within ten (10) days of any change of address or employment so long as this Order is in effect, and failure to do so will subject him to a penalty not to exceed two hundred fifty dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding.
11. That John Howard Brown shall be assessed court costs.


Raymond J. Kane, Jr. Judge

Copies To: J. Barry Hughes, Esquire
Beck, Hollman, Hughes & Finch, Chartered
189 East Main Street
Westminster, MD 21157

Keith D. Saylor, Esquire
117 East Main Street
P.O. Box 2002
Westminster, MD 21157

Copies Mailed January 5, 1988

BOOK 32 PAGE 989

E. JANE BELLAMY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
FRANKLIN A. BELLAMY	:	Carroll County
Defendant	:	Case No. CV 4911

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 2nd day of February, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, E. Jane Bellomy, be and she is hereby granted an Absolute Divorce from the Defendant, Franklin A. Bellomy; and

It is further ADJUDGED and ORDERED that the Plaintiff, E. Jane Bellomy, be and she is hereby awarded the guardianship and custody of Crystal Gayle Bellomy, the minor child of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 9, 1985 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Defendant, Franklin A. Bellomy, be and he shall have the right of visitation with said minor child and shall pay Plaintiff the sum of \$100.00 per month toward the support of the minor child of the parties pursuant to the terms of said Agreement, subject to the further Order of this Court;

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CLERK OF COURT

Filed February 2, 1988

BOOK 32 PAGE 990

And it is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Luke K. Burn
Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of October, 1985, by and between EVERIL JANE BELLOWY, hereinafter referred to as "Wife", and FRANKLIN ALLEN BELLOWY, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were lawfully married on January 15, 1983, in a religious ceremony in Carroll County, Maryland; and

WHEREAS, one child has been born to the parties as a result of their marriage, namely, CRYSTAL GAYLE BELLOWY, born August 1, 1983; and

WHEREAS, the parties did mutually and voluntarily agree to live separate and apart, and have been so living since May 30, 1985; and

WHEREAS, it is the mutual desire of the parties in this Agreement to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof:

1. CUSTODY AND VISITATION: The Wife shall have custody of the minor child of the parties. Husband shall have visitation with the minor child as follows:

1. (Normal Visitation) On alternate weekends, from Friday at 4:00 p.m. to Sunday at 9:00 p.m., commencing October 18, 1985. The parties further recognize that the Husband works several weekends per month, and receives two consecutive days off during the week following such weekend work, which currently fall on Thursday and Friday. The parties agree that the Husband shall have visitation during such time from 4:00 p.m. on the eve of such two consecutive off days to 9:00 p.m. of the second off day, but in no event shall such visitation infringe on Wife's custody during alternate weekends.

2. (Vacation Visitation) In addition to the

PL Exhibit No. 1

above, each party shall be entitled to have the child for two weeks during their work vacations each year.

3. (Holiday Visitation) In addition to the above, the parties shall have the child from 9:00 a.m. to 9:00 p.m. on the following alternating dates or events: Halloween; Veterans Day; Thanksgiving; Christmas Eve from 5:00 p.m. to Christmas morning at 9:00 a.m.; Christmas Day; New Years Day; Martin Luther King Day; President's Day; Maryland Day; Easter Sunday; Memorial Day; Fourth of July; Crystal's birthday; Labor Day; Columbus Day; Crystal's school holidays not set forth above. The Wife shall have Crystal on Halloween, 1985, the Husband shall have her on Veterans Day, 1985, and such holidays shall thereafter alternate as above listed and annually.

4. It is agreed that in the event of a conflict between the above stated periods of custody or visitation, the following priority shall apply: first, to vacation visitation, but only if the child is staying outside Carroll County during the entire vacation period; second, to holiday visitation; third, to vacation visitation if the child is in Carroll County during the vacation period; fourth, to normally scheduled visitation or custody.

5. It is agreed that unless otherwise arranged by the parties, it shall be the responsibility of the Husband to pick the minor child up at the Wife's residence in Carroll County and to deliver the child to the Wife's residence at the agreed time.

2. CHILD SUPPORT: Husband shall pay to the Wife the sum of \$100.00 per month as child support.

3. ALIMONY: Each party does hereby forever waive any and all right to alimony, support or maintenance that either may have against the other.

4. WIFE'S PERSONAL PROPERTY: The Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to the bed currently in his possession and previously used by the minor child. Further, the Husband hereby transfers and assigns unto the Wife all of his right, title and interest in and to any items of personal property currently held by the Wife, including the Ford Escort but excluding the Husband's desk which the Wife agrees shall belong to the Husband.

5. HUSBAND'S PERSONAL PROPERTY: Except as herein specifically reserved, the Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to all personal property currently in the possession of the Husband, including the MAZDA truck.

6. **DEBTS:** The Husband will remain solely responsible for the payment of any sums due the State Credit Union, Master Card charge account and the GMAC loan constituting the lien on his truck. Wife shall be solely responsible for the payment of the Carroll County Bank loan, Montgomery Wards and Sears charge accounts in the maximum principal amount of \$2,603.00, plus interest. Wife shall also be solely responsible for payment of Bamberger's, Hecht's and Penny's charge accounts and the Ford Motor Credit Company loan.

Each party agrees to be solely responsible for any other debts incurred in the name of the other since the separation.

Each party agrees to fully indemnify and hold the other harmless in the event of any breach of these provisions.

7. **NURSING BOOKS:** The parties agree that each own an interest in nursing books possessed by the Husband, and that they will make diligent and good faith efforts to divide the same equitably.

8. **PERSONAL PAPERS:** Each party shall give the other reasonable access to documents concerning the property and/or liability of the other.

9. **INSURANCE:** Husband shall continue to cover the minor child on his Blue Cross/Blue Shield Insurance, as long as the employer contribution to such coverage exceeds 50% of the total cost thereof.

10. **GENERAL WAIVER:** Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-211, and any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest, and claim which said parties might now have or which they may hereafter acquire, as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or

personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

11. **INCORPORATION OF AGREEMENT IN DECREE:** The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties this Agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become part of such decree, and shall be enforceable as a part thereof. In the event the Court shall fail or decline to incorporate this Agreement, or any provision hereof into said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all terms thereof shall continue binding upon the parties and their respective heirs, personal representatives and assigns.

12. **FURTHER ASSURANCES:** Each party shall, at all times and from time to time hereafter execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

13. **MODIFICATIONS TO AGREEMENT:** Subject to Order of Court, no modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

14. **VOLUNTARY AGREEMENT:** The parties mutually agree

that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement.

15. **ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

16. **BINDING EFFECT:** As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

17. **COUNSEL FEES/COURT COSTS:** In any future proceeding between the parties, the Plaintiff therein shall be solely responsible for the payment of all Court costs, including Master's fees. In any such future action, and in the negotiation and preparation of this Agreement, each party shall be solely responsible for the payment of respective counsel fees incurred in the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement this 5 day of Oct, 1985.

WITNESS:

[Signature] Franklin Allen Bellomy (SEAL)
FRANKLIN ALLEN BELLOWY
[Signature] Everil Jane Bellomy (SEAL)
EVERIL JANE BELLOWY

STATE OF MARYLAND)
COUNTY OF Charles) TO WIT:

I HEREBY CERTIFY that on this 5 day of Oct, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FRANKLIN ALLEN BELLOWY, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and he made oath in due form of law, that the matters and facts contained therein are true and correct. He acknowledged to me that he executed

the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 2-2-86

STATE OF MARYLAND)
COUNTY OF Charles) TO WIT:

I HEREBY CERTIFY that on this 5 day of Oct, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EVERIL JANE BELLOWY, known to me, or satisfactorily proven, to be the person mentioned in the within instrument, and she made oath in due form of law, that the matters and facts contained therein are true and correct. She acknowledged to me that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 2-2-86

BOOK 32 PAGE 997

SANDRA E. WEIDMAN : In the
Plaintiff : Circuit Court
vs : for
VICTOR M. WEIDMAN : Carroll County
Defendant : Case No. CV 1707

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 9th day of February, Nineteen Hundred and Eighty-Eight, that the above-named Plaintiff, Sandra E. Weidman, be and she is hereby granted an Absolute Divorce from the Defendant, Victor M. Weidman; and

It is further ADJUDGED and ORDERED that the Stipulation by and between the parties hereto, dated August 14, 1986, and the Marital Settlement Agreement, between the parties, dated November 4, 1987, both filed in this cause of action, be and they are hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the matters of custody, child support and visitation with Ryan Erle Weidman, the minor child of the parties shall be pursuant to said Stipulation, subject, however, to the further Order of this Court; and

It is further ORDERED that the name of the Plaintiff, Sandra E. Weidman, be and the same is hereby changed to Sandra Elaine Boose, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Cross Complaint for Limited Divorce be and it is hereby dismissed; and

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Filed February 9, 1988

BOOK 32 PAGE 998

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Ruth K. Burns
Judge

SANDRA E. WEIDMAN * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
VICTOR M. WEIDMAN * CARROLL COUNTY
Defendant * Case No. CV1707

STIPULATION

THIS STIPULATION is made this 14th day of August, 1986, by and between SANDRA E. WEIDMAN, Plaintiff, and VICTOR M. WEIDMAN, Defendant,

WITNESSETH:

WHEREAS, the parties are presently engaged in a divorce and custody proceeding pending before this Honorable Court; and

WHEREAS, one child was born to the parties as a result of this marriage, namely, Ryan Erle Weidman, born March 21, 1981, and both parties are presently seeking custody of the minor child; and

WHEREAS, the parties have reached an agreement on the issues pertaining to custody, visitation and support and believe it would be in the best interests of the minor child if this agreement were incorporated into a Consent Order passed by this Honorable Court.

NOW, THEREFORE, it is hereby stipulated by and between the parties as follows:

Pl. Exhibit No. 2

RECEIVED IN
CIRCUIT COURT
CARROLL CO., MD.
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LARRY SHIPLEY
CLERK

1. The parties agree that the care and custody of their minor child, Ryan Erle Weidman, shall be joint. It is the intention of the parties that as close a relationship as possible be maintained between the child and both parents. The parties further agree that all significant decisions concerning the child's health, safety, education, discipline and general well being shall be decided upon by the parties jointly and not by either party to the exclusion of the other. Wife shall be responsible for making appropriate day care arrangements for the minor child.

2. The minor child shall generally reside with the wife during the week and generally reside with the husband on the weekends.

3. Husband shall make arrangements to pick up the minor child Friday evenings from the Day Care Center or such other location as agreed by both parties immediately following work (approximately 6:00 P.M.) and shall make arrangements to return the child to Wife on Sunday evening at 8:00 P.M. at Roy Rogers in Westminster or such other location as agreed by both parties.

4. Every other weekend the minor child shall continue to reside with wife.

5. The parties agree that Husband shall be entitled to a visitation period with the minor child two weekday evenings each week between the hours of 7:00 P.M. and 9:00 P.M. The exact days shall be mutually agreed upon by the parties who shall endeavor to establish a regular weekday schedule which is compatible with their respective schedules. Husband shall make

arrangements to pick up and return the child to Roy Rogers in Westminster or another location as agreed by both parties during this weekday visitation period as set forth above.

6. The parties agree that each shall have visitation privileges on alternating holidays and birthdays. The holidays to include New Year's Eve, New Year's Day, Thanksgiving, Easter, 4th of July, Good Friday, Memorial Day and Labor Day. Additionally, wife shall be entitled to a full weekend of visitation on Mother's Day weekend and Husband shall be entitled to full weekend of visitation on Father's Day weekend.

7. The Christmas holiday shall be split between the parties as follows: (a) Starting with Christmas in 1986, wife shall have the minor child beginning at 9:00 A.M. on December 24th through 2:00 P.M. on December 25th at which time the child shall be returned to husband who will retain the child from 2:00 P.M. on December 25th through 9:00 A.M. on December 27th. The parties shall alternate this split schedule each year thereafter.

8. Each party shall be entitled to have two (2) consecutive weeks of visitation during each summer vacation, the exact dates and times of which to be mutually agreed upon by the parties.

9. The parties agree to notify the other of any changes in the foregoing schedule at least 24 hours in advance and further agree that changes shall be occasioned by emergencies only.

10. At the present time both parties contemplate that no child support shall be paid by either to the other except that the parties agree to divide equally the day care expenses incurred in connection with the child as well as medical, dental and eye care expenses (including the cost of medical insurance, if any) on the minor child.

11. The parties further agree that except as modified above the Consent Order of December 5, 1985, shall remain in full force and effect.



12. The parties further agree that this Stipulation shall be incorporated in a Consent Order which is passed by the Circuit Court for Carroll County. In the event that the Court shall fail or decline to incorporate this Stipulation or pass any such Consent Order, then, and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns agree that they will nevertheless abide by and carry out all provisions thereof.

13. The proposed Consent Order is attached hereto and incorporated herein as Exhibit No. 1.

WITNESS our hands and seals on the date first written

above.

WITNESS:

 
SANDRA E. WEIDMAN (SEAL)

BECK, HOLLMAN, HUGHES & FINCH

By William O.B. Finch, Jr.
 William O.B. Finch, Jr.
 189 East Main Street
 Westminster, MD 21157

Attorneys for Plaintiff

WITNESS:

Catherine E. (Bowers)

Victor M. Weidman (SEAL)
 VICTOR M. WEIDMAN

Robert G. Carr
 Robert G. Carr
 Suite 904
 Equitable Towson Building
 Court House Square
 Towson, MD 21204
 296-4433

Attorney for Defendant

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 4th day of November, 1987, by and between SANDRA ELAINE WEIDMAN, hereinafter called "Wife", and VICTOR M. WEIDMAN, hereinafter called "Husband".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on July 7, 1979.

The parties have been living separate and apart since September 9, 1985. That upon execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on the date of execution of this Agreement.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

BECK, HOLLMAN, HUGHES & FINCH

By William O.B. Finch, Jr.
189 East Main Street
Westminster, MD 21157

Attorneys for Plaintiff

WITNESS:

Catherine E. Bowser

Victor M. Weidman (SEAL)
VICTOR M. WEIDMAN

Robert G. Carr
Suite 904
Equitable Towson Building
Court House Square
Towson, MD 21204
296-4433

Attorney for Defendant

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 4th day of November, 1987, by and between SANDRA ELAINE WEIDMAN, hereinafter called "Wife", and VICTOR M. WEIDMAN, hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on July 7, 1979.

The parties have been living separate and apart since September 9, 1985. That upon execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on the date of execution of this Agreement.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

2. CARE, CUSTODY AND SUPPORT OF THE MINOR CHILD

One child was born to the parties as a result of this marriage; namely, RYAN ERLE WEIDMAN, born March 21, 1981. The care, custody, support and visitation provisions are expressly set forth in the Court Order dated August 20, 1986 issued by the Circuit Court for Carroll County in case captioned: Weidman vs. Weidman, Case No. CV1707.

3. OTHER PROPERTY

Real Estate. Husband shall convey all his right, title and interest in the real estate known as 1936 Littlestown Pike, Westminster, Maryland, 21157, to Wife. Wife shall assume full responsibility for the current mortgages on the real estate including principal and interest, real estate taxes, homeowners insurance and all utilities. Wife shall pay costs of this transfer which shall occur as soon as practicable after the execution of this Marital Settlement Agreement.

Wife shall pay Husband the sum of Fifteen Thousand Four Hundred and Sixty Dollars (\$15,460.00) for his equity in the marital home to be paid as follows:

- (a) \$10,000.00 immediately after execution of this agreement by both parties, or at the final divorce hearing if agreed by the parties; and
- (b) \$5,460.00 within 12 months after execution of this agreement.

Husband shall execute the deed of conveyance at the time of payment of the sums set forth in subparagraph (a). Husband's equity set forth in subparagraph (b) shall be served by a confess judgment note which shall bear interest at the rate of eight percent (8%) per annum and further provide that Wife shall be responsible for legal fees not to exceed ten percent (10%) of the principal and interest due at the time of collection provided that the note is in the hands of an attorney at the time of collection and further provided that Wife is bona fide indebted to Husband in that amount at that time.

Wife further agrees to indemnify and hold husband harmless for any and all claims arising out of any and all current mortgages and liens on the real property known as 1936 Littlestown Pike, Westminster, Maryland 21157.

Personal Property. The parties heretofore divided their personal property and furniture to their mutual satisfaction. Each party shall be entitled to the personal property in their present physical possession. Wife shall be entitled to

all personal property which remains in the family home as of the date of separation except that Husband shall be entitled to remove the personal property set forth on Exhibit A attached hereto. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free and clear of any and all claim of the other party.

Bank Accounts. Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names. All joint accounts have been previously divided between the parties.

4. DEBTS

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

5. WAIVER OF RIGHTS

The parties expressly waive any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change in the Marital Property Act or any law of this State passed subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which either party might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any estate property, real or personal, that either of the parties may own or may hereafter acquire, or

in respect of which either of said parties has or may hereafter have any right, title, or interest, direct or indirect, against the estate of the other, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the estate, real or personal of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Each party does hereby release and discharge the other from any and all obligation of support, it being the intention of each party to waive, release and surrender any present or future claim each may have against the other for alimony, support or maintenance.

6. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

7. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

8. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

9. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

10. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

11. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

12. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

13. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

WITNESS

VICTOR M. WEIDMAN

WITNESS

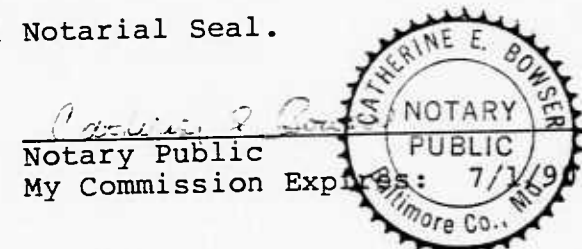
SANDRA ELAINE WEIDMAN

BOOK 32 PAGE 1009

STATE OF MARYLAND)
COUNTY OF Montgomery) TO WIT:

I HEREBY CERTIFY that on this 4th day of November, 1987, the above-named VICTOR M. WEIDMAN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

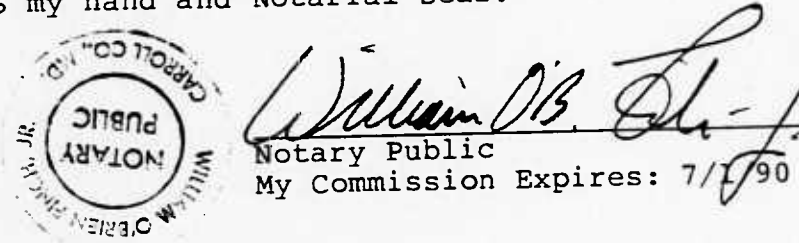
AS WITNESS my hand and Notarial Seal.



STATE OF MARYLAND)
COUNTY OF Land) TO WIT:

I HEREBY CERTIFY that on this 25th day of October, 1987, the above-named SANDRA ELAINE WEIDMAN, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



BOOK 32 PAGE 1010

EXHIBIT A

Portfolio of Art Work 36"x24" Brown was in basement
Bowling bag with bowling ball and shoes Green was in basement
2 Unfinished bookcases (3 shelf) were in basement
H.O. Train Layout 6'x4' Platform was in basement
White Gold Diamond Ring Engagement Set (Total carat wt. 30 pts.)
4 Stereo Speakers (2 12"x18", 2 18"x24" approx) were in basement
Record Albums (approx 50 LP's) were in basement
Small metal file cabinet top opens, 1 drawer & locking cabinet was in basement
Coleman camping lantern with extra globe and wicks was in garage
2 wood end tables were in basement
Samsonite luggage (1 piece) was in attic or basement
2 Bayonets (1 Korean War Souvenir, 1 WWII Souvenir) were in basement
1974 Plymouth Duster (junked) outside garage in woods
Husband's pool cue
CB with antenna
Brass lionhead door knocker
2 steel shelving units (were in basement)
1/2 of all the baby pictures that were taken by me of Ryan as an infant (these pictures were in an album that was in the sideboard LR)
2 extra chainsaw blades (chains) for my Craftsman chainsaw (basement)
Lg. jar full of copper 1/2" and 3/4" pipe fittings was in basement
Pile of approximately 800 brown bricks
Suzuki motorcycle (not in working condition) with all of the attachments including windshield and carrying rack which were in basement.
The motorcycle was in the garage in several pieces
Weather station
3 Knowles China plates ("Wizard of Oz" Series)
Kerosene stove (garage)
Sears Microwave oven
Gold Sapphire and diamond ring which was given to husband as a gift by wife (provided this ring can be located)
GE battery charger
Trivial Pursuit game and extra cards
Craftsman workbench with vise (broken) was in basement
Silk flower arrangement
25lb. box of nails
Chain (2 pieces) and rope (2 pieces) were in garage
2 metal cabinets (1 in basement, 1 in garage)
Movie screen
50' orange extension cord
2 storage cabinets with legs (basement)
Metal desk in basement
4 drawer file cabinet
4 gallons of Pramitol 25E Weed Killer bought for working around house (basement)
Sears Freezer in basement
12 wine goblets

Wm

BOOK 32 PAGE 1011

JOHN MANSFIELD : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
BARBARA E. MANSFIELD : CARROLL COUNTY
Defendant : CASE NO. CV4834

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this ^{February} 9th day of ~~January~~, 1988, that the Plaintiff, JOHN MANSFIELD, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BARBARA E. MANSFIELD; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 30, 1985 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rule K. Bunn
JUDGE

FILED
CLERK
FEB 10 1988
PH 88
MD

BOOK 32 PAGE 1012

VOLUNTARY SEPARATION
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this ^{30th} day of September, 1985, by and between BARBARA E. MANSFIELD, hereinafter referred to as "Wife" and JOHN MANSFIELD, herein referred to as "Husband".

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on November 30, 1974, in the City of Baltimore, State of Maryland. As a result of their union, there were no children born to the marriage of the parties hereto. In consideration of the differences which have arisen between the parties, they agreed to separate, and in fact did separate on the 14th day of June 1984 and they continue to live separate and apart from one another, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the specific purpose and intent of ending their marriage union.

It is the mutual desire of the parties entering into this Agreement to formalize their voluntary separation and to settle all disputes concerning alimony, counsel fees, their respective rights in the property or Estate of the other, and their respective rights in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from other marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereto covenant and agree as follows, all as of the effective date of this Agreement.

RELINQUISHMENT OF MARITAL RIGHTS

The parties hereto shall continue to live separate and apart from one another, free from interference, authority and control by the other, if each were sole and unmarried, and each

may conduct, carry on and engage in any employment, business or trade which to him/her shall seem advisable for his/her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him/her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any rights to reside in the home of the other.

RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself/herself and his/her respective heirs, personal representatives and assigns, grants, remises, and re-leases to the other, any and all rights or interests which he/she now has or may hereafter acquire in the real, personal or other property of the other party.

Each of the parties agrees to execute and deliver any and all deeds, releases, quick claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his/her property as if he/she were unmarried. Each of the parties releases all claims and demands of any kind and nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or Estate of the other party, or in marital property, either statutory or arising in Common Law, specifically including all claims, demands, and interests arising under the Marital Property Act, Family Law Article, Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative.

It is the intention of each and both parties that during their respective lifetimes they may deal with their separate Estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him/her shall pass by his Will or under the Laws of Descent as the case might be, free from any right of inheritance, title, or claim of the other party as if the parties at such time were unmarried.

PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties hereto have agreed that all tangible personal property and household items presently located at the wife's residence shall remain the sole and exclusive property of the wife, free and clear of any interest of the husband, and that all tangible personal property and household items presently located at the husband's residences well as those items listed in Attachment "A" hereto, shall be and remain the sole and exclusive property of the husband, free and clear of any interest of the wife.

Each party shall retain, as his/her sole and separate property, any automobiles, stocks, bonds, or other securities, and other assets of every kind, nature of character (excepting those assets specifically addressed in this Agreement) in his/her own name, free and clear of any interest of the other.

SAVINGS ACCOUNTS

The parties hereto have agreed that all savings accounts held by them jointly in Carroll County Bank and Trust and the Sweetheart Products Credit Union, shall be divided equally between them within a thirty (30) days of the date of this Agreement.

AUTOMOBILES

The parties have agreed that the Wife shall keep and maintain possession of the 1981 Ford Escort and the Husband shall keep and maintain possession of the 1984 Chevrolet. The parties have further agreed that the husband shall be solely and individually responsible for the payment of the outstanding balance owed on the existing loan regarding the 1984 Chevrolet; and, the husband has agreed to save and hold the wife harmless and indemnify her from any responsibility regarding that loan. The Wife agrees that she shall be individually responsible for any outstanding payments owed on the 1981 Ford Escort and that she shall save and hold the Husband harmless and indemnify him from any responsibility regarding that loan.

MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties hereto, that hereinafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in

consideration of this Agreement, the wife releases and discharges the husband absolutely and forever, for the rest of her life from any claims and demands past, present, and future, for alimony and support, both pendente lite and permanent; and, the husband releases and discharges the wife absolutely and forever, for the rest of his life from any and all claims and demands past, present, and future for alimony and support, both pendente lite and permanent.

DEBTS

Each of the parties hereto shall assume all responsibility for the debts contracted for himself/herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability from and after the date of this Agreement, the husband and the wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his/her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

PENSION BENEFITS

The parties hereto agree that neither shall make any claim whatsoever to the presently accrued pension benefits or anywise earned or future earned pension benefits of the other. Therefore, the Husband hereto releases and discharges the Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, he may have against any pension benefits to which the Wife may independently be entitled. And the Wife hereby released and discharges the Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, she may have against any pension benefits to which the Husband may independently be entitled.

REAL PROPERTY

The parties hereto own as tenants by the entireties

Real Property located at 2703 Overview Road, Hamstead, MD 21074, which shall hereinafter be referred to as "Residence".

The parties hereto acknowledge that the aforementioned Residence has been listed for "sale" and that they have agreed that prior to the "sale" of the Residence, the Wife shall retain use and possession of said Residence.

The parties further agree that each will continue to make payment of one-half (1/2) of the Monthly Mortgage payment and that at the time of "sale" each of the parties will equally divide the net proceeds of that "sale".

MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, by this Agreement and does for himself/herself, his/her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims rights or demands, whatsoever, which either of the parties may have in the future or now has against the other.

Neither party waives or condones any claim for divorce which either party may have against the other, now or at any time in the future, and each party hereto, expressly reserves the right to assert any such claim.

COUNSEL FEES; COURT COSTS

Each of the parties hereto shall pay his/her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other for counsel fees or legal services rendered to him/her at any time in the past or present.

However, each party hereby expressly reserves the right to petition for counsel fees which maybe accrued in the future as a result of the other party breaching his/her obligations as assigned by this Agreement.

If a divorce proceeding is brought by either party against the other, the parties hereto agree that the Court/Mas-

ter shall determine which of the parties costs shall be assessed upon.

MISCELLANEOUS

A. Each of the parties hereto agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effect the purposes of this Agreement within a period not exceeding thirty (30) days from the date of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself/herself, and his/her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Family Law Article, Sub-Section 8-201, et. seq., Annotated Code of Maryland as time from time amended, including but not limited to any claim for use and possession of the family home, if any; any claim for use and possession of family use personal property, if any; any claim for marital property, if any; and, any claim to monetary award as an adjustment of the equities and rights of the parties concerning marital property.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties hereto may be instituted at any time in the future, this Agreement shall be incorporated in any Decree of Divorce passed by that Court.

In the event that the Court shall decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties hereto mutually and voluntarily agree that in entering into this Agreement, each party has signed this Agreement freely and voluntarily for the purpose and with the express intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage.

The wife hereto has been represented by Stephen P. Bourexis, Esq. and the husband has been advised to his right of Counsel prior to the execution of this Agreement.

E. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the

terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representative assigns.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals the day and year first above written.

Barbara E. Mansfield
WITNESS

Barbara E. Mansfield
BARBARA E. MANSFIELD

Robert E. Bailey
WITNESS

John Mansfield
JOHN MANSFIELD

STATE OF MARYLAND

COUNTY OF *Baltimore*, TO WIT:

I HEREBY CERTIFY, that on this *30th* day of September 1985, the above named BARBARA E. MANSFIELD, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties thereto, are true and correct as therein stated and acknowledged and that said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and notarial seal.

David A. Kyriak
NOTARY PUBLIC

My Commission Expires:
July 1, 1986

BOOK 32 PAGE 1019

STATE OF MARYLAND

COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 30th day of September, 1985, the above named JOHN MANSFIELD, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties thereto, are true and correct as therein stated and acknowledged and that said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and notarial seal.

Lawrence A. Kysiak
NOTARY PUBLIC

My Commission Expires:
July 1, 1986

BOOK 32 PAGE 1020

DONALD GENE FARB : In the
Plaintiff : Circuit Court
vs : for
CHARLOTTE BEVERLY KATZ : Carroll County
Defendant : Case No. CV 4860

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 9th day of February, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Donald Gene Farb, be and he is hereby granted an Absolute Divorce from the Defendant, Charlotte Beverly Katz; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 19, 1988 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Paul R. Barry
Judge

REC'D VERO
COURT
CLERK
FEB 9 1 05 PM '88
CLERK

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 19th day of January, 1987, by and between DONALD G. FARB, of Carroll County, Maryland, herein called "Husband", and CHARLOTTE B. KATZ, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a civil ceremony in Montgomery County, Maryland, on April 20, 1974, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about March 1, 1985, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

PL Exhibit No. 1

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That no children were born to husband and wife as a result of this marriage.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

It is agreed by and between the parties that various items of personal property belonging to the husband are stored at the wife's house. Wife waives any claim that she may have regarding the ownership of said items of personal property.

It is agreed by and between the parties that husband will transfer to wife any and all interest that he may have in a 1982 Porsche automobile. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said motor vehicle.

It is agreed by and between the parties that wife will transfer to husband any and all interest that she may have in a 1985 Dodge Ram truck. Husband agrees to indemnify and hold wife harmless regarding the transfer and ownership of said motor vehicle.

The parties additionally acknowledge ownership of a 1984 Plymouth Voyager, a 1984 Iveco truck, and a 1985 Dodge van. The 1984 Voyager is currently titled in wife's name. The 1984 Iveco and the 1985 Dodge van are currently titled in husband's name. All three vehicles are leased to Ovation Kennels, Inc. The parties agree that each shall maintain an equal ownership interest in each vehicle regardless of how titled and will be entitled to one-half of any monies received as a result of any lease for said vehicles. It is further agreed that at such time as any of the three vehicles is sold or

traded, each party will be entitled to one-half (1/2) of the amount realized as a result of the trade or sale of said vehicle.

It is expressly agreed by and between the parties that husband will transfer to wife any and all interest that he may currently have in all furnishings currently located in wife's home, silver, crystal and china, art work, oriental rugs, a mink coat, jewelry, two china cupboards, and miscellaneous yard equipment, with the exception of the following items of property: A desk and desk chair, a hand blown glass bird purchased in Venezuela, a Karistan ornamental rug, a chess board (acrylic and plastic) and box, papers, textbooks and memorabilia accumulated prior to 1974 or as a result of professional work, trophies and carved elephant head bookends and albums.

It is expressly agreed by and between the parties that certain other items of personal property will be deemed to belong to Ovation Kennels, Inc. These items of property include the following: Copier, typewriter, filing cabinets, a desk and chair, sculpture, paintings, prints, other art pieces purchased by or through Ovation Kennels, Inc., miscellaneous yard equipment.

The parties acknowledge that they have divided various items of artwork that were purchased during the marriage.

It is agreed that each party will retain one-half (1/2) of the stock in Ovation Kennels, Inc. The parties agree to negotiate in good faith a Buy/Sell Agreement regarding their ownership interest in Ovation Kennels.

It is agreed by and between the parties that husband will transfer to wife any and all interest that he may have in the following Dalmatian dogs currently

owned by the parties individually or jointly, and any interest that he may have in other Dalmatians in which the client owns a part interest, said Dalmatians include, but are not limited to: Nosey, Wendy, Bloomie and Clip. It is agreed that Ovation Kennels, Inc. will pay up to \$6,000.00 in expenses for the showing of Dalmatians owned or to be owned by wife. It is further agreed that the expenses of maintaining eight (8) adult Dalmatians owned by wife will be borne by Ovation Kennels, Inc. Said obligation will cease at such time as wife ceases to own an ownership interest in Ovation Kennels, Inc.

REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entirety, of real property known as 1001 Hoods Mill Road, Woodbine, Maryland, Estate Carolina, and Montgomery Village condominium.

It is agreed by and between the parties that should either party desire to sell their interest in the property known as 1001 Hoods Mill Road, Woodbine, Maryland, that the other party shall be given a first option to purchase said interest. The party entitled to exercise the option shall have a period of one hundred twenty (120) days to do so, with settlement taking place in a commercially reasonable time after said party exercises their option. The purchase price of said property will be determined pursuant to the following format:

(a) The accountant who represents the parties will choose a professional real estate appraiser to appraise the value of said property and provide a fair market value.

(b) If either party is not willing to accept the appraised value indicated by the first appraiser, then the parties will obtain the name of a second appraiser from their accountant and the second appraiser

will perform an appraisal. The parties agree to use the average of said two appraisals as the fair market value of the property.

(c) From the fair market value of the property, the balance due on the existing mortgages on the property will be subtracted. From the remaining figure the sum of seven per cent (7%) of the appraised value will be subtracted.

(d) The party wishing to exercise their option to purchase the property under this Agreement will pay the other party one-half (1/2) of the sum remaining in Paragraph (c) above.

(e) It is further agreed by and between the parties that the cost of obtaining the appraisals and transferring the property pursuant to the option agreement set forth herein will be borne equally by the parties. It is agreed by and between the parties that, except for the sale of the property pursuant to the option provision contained herein, the parties will divide equally the proceeds from the sale of the property.

The parties acknowledge ownership as herein set forth of two undeveloped lots known as Estate Carolina on St. John's Island. It is agreed that the parties will each transfer their interest in one of the lots to the other party within one hundred twenty (120) days following the execution of this Voluntary Separation and Property Settlement Agreement. The parties acknowledge that the lots are not equal in value. They agree to seek a mutually agreeable real estate appraiser to value said lots. The parties agree to divide equally the cost of the appraisal and any cost associated with the transfer of each party's interest the respective lots. To the extent that one property exceeds the value of the other, the person receiving said lot will pay to the other party

one-half (1/2) the difference in values of said properties.

It is agreed by and between the parties that neither party shall transfer any interest in the Montgomery Village condominium, currently owned by the parties as tenants by the entirety, for a period of five (5) years. This provision is subject to modification by the parties upon mutual agreement. It is agreed by and between the parties that at the end of a five-year period, should either party decide to sell said property, wife shall have the first option to buy the property from husband. Should wife choose to exercise said option, the parties will obtain a mutually agreeable appraiser who will appraise the property. If the parties are unable to agree as to a mutual appraiser, then each party's counsel will select the appraiser. Once an appraisal is obtained upon the property, wife will purchase the property at a price equaling one-half (1/2) the amount derived by the following formula: the purchase price less seven percent (7%) of the purchase price less the amount of any existing mortgage on the property. In the event that the property is sold to a third party other than the husband or wife, it is agreed by and between the parties that they shall each be entitled to one-half (1/2) of the net proceeds arising from the sale of said property. Net proceeds will be defined to be that amount obtained by the sale of the property less ordinary and reasonable costs of sale and the amount of any existing mortgage.

The parties acknowledge that wife has purchased a property known as 12802 Brighton Dam Road, Clarksville, Maryland 21029 subsequent to their separation. Husband transfers to wife any interest that he may have in said property. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said real property and improvements thereon.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

It is agreed by and between the parties that each party will assume one-half (1/2) of the currently existing obligations as set forth herein: Note payable to Mr. and Mrs. Farb (approximate amount of \$5,000.00); the mortgage obligation on 1001 Hoods Mills Road (approximately \$495,000.00); and condominium mortgage (approximate amount of \$66,000.00).

It is further agreed that the following obligations will be shared equally by the parties: Taxes on the Estate Carolina property until such time as the parties transfer their interest to the other party; taxes on the kennel operation until such time as one party no longer has any interest in the kennel operation; sales

tax on motor vehicles owned by the parties; any taxes due as a result of the leasing of vehicles to the corporation; any estimated taxes for those years in which the parties file joint tax returns; any expense for tax return preparation in those years in which the parties file joint tax returns; and any brokerage fees incurred regarding the sale of any real property owned jointly by the parties.

LIFE INSURANCE

Each party will continue to maintain Three Hundred Thousand Dollars (\$300,000.00) worth of life insurance on his or her life. The beneficiary of said policies will be Ovation Kennels, Inc. It is further agreed that the premiums on said life insurance policies will be paid from an existing joint account kept at the First American Bank, Account No. 02778289. Each party's obligation to maintain said life insurance policy will cease to exist at such time as they no longer have an ownership interest in the stock of Ovation Kennels, Inc.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns,

releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried, except as provided herein. The parties acknowledge the existence of a Buy/Sell Agreement as attached hereto. In the event of the death of either party, the survivor shall have the right to exercise his or her option to purchase Ovation Kennels, Inc. pursuant to said Buy/Sell Agreement. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer

upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and

acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver

of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

[Signature] (SEAL)
DONALD G. FARB
[Signature] (SEAL)
CHARLOTTE B. KATZ

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 14th day of January, 1988, the above-named DONALD G. FARB personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 19th day of January, 1988, the above-named CHARLOTTE B. KATZ personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/90

BOOK 32 PAGE 1005

HENRY L. DODRER, JR. : IN THE
Plaintiff : CIRCUIT COURT
vs. : FOR
JUANITA L. DODRER : CARROLL COUNTY
Defendant : CASE NO. CV5123

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9th day of ~~January~~ ^{February}, 1988, that the Plaintiff, HENRY L. DODRER, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JUANITA L. DODRER; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated November 9, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luc K. Burns JUDGE

Filed February 9, 1988

BOOK 32 PAGE 1006

MG/lwc/10-27-87

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of Nov., 1987, by and between JUANITA LOUISE DODRER, hereinafter called "Wife", party of the first part, and HENRY LAMOTTE DODRER, JR., hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 13, 1968, in Carroll County and two children were born to them as a result of the marriage; namely, STEPHEN GARRETT DODRER, born August 2, 1969 and SUSAN NOEL DODRER, born December 22, 1970.

On June 9, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

Ph 4
1/12/88

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties agree to separate and from the date of this Agreement voluntarily to live separate and apart in separate places of abode without any cohabitation with the intention of terminating the marriage. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

3. Wife shall have the care and custody of the minor children of the parties with the right and privilege unto Husband to visit with and have said children with him at all reasonable times, it being the intention of the parties that Husband shall have full and liberal rights of visitation so that as close a relationship as possible shall be maintained between him and the children. Wife shall cooperate to the fullest extent possible to effectuate this intent.

4. In satisfaction of Husband's obligation to support the children of the parties, Husband agrees to grant to Wife and the minor children of the parties the use and possession of the marital home located at 1544 Dennings Road, New Windsor, Maryland 21776. During the period of said use and possession by Wife and children, Husband shall pay, in further satisfaction of his child support obligation, the mortgage, property taxes and insurance premiums on said property and shall indemnify Wife from all liability in connection therewith. The right to the use and possession of the marital home by the Wife and minor children and Husband's obligation to pay the mortgage, taxes and insurance shall terminate upon the first to occur of the following events: (a) arrival at age eighteen (18) by the youngest child; (b) establishment by Wife and minor children of another place of residence; (c) both minor children becoming self-supporting; (d) marriage of both minor children; (e) residence in said home by any male unrelated to Wife by blood; (f) marriage of Wife; or (g) the date of filing by Wife of any Petition for child support with any Court.

The parties further agree that should the right of use and possession be terminated prior to the termination of Husband's child support obligation, they will agree upon a reasonable amount of child support or submit the matter to a Court of competent jurisdiction to determine reasonable child support. It is the parties' intention and they expressly agree that Husband shall have no additional child support obligation during the period of the occupancy of the marital home by Wife

and minor children so long as Husband shall regularly pay the mortgage, taxes and insurance. The parties agree that upon the termination of the right of use and possession of the marital home by Wife and minor children, Husband shall convey to Wife all of his right, title and interest in and to the marital home. Wife, in consideration of said conveyance, shall assume and pay and shall indemnify and hold Husband harmless from all liability in connection with the existing mortgage as well as any other debts, charges, liens, encumbrances or obligations in connection with the marital home. The parties also own an unimproved lot which adjoins the lot upon which the marital home is situated. Wife shall convey all of her right, title and interest in and to said lot to Husband simultaneously with the conveyance by Husband to Wife of his interest in the marital home. Husband agrees to diligently make all reasonable and good faith efforts to sell said lot. Upon the sale of said lot, Husband shall purchase a vehicle for each of the children of said parties. Husband shall spend no more than \$5,000.00 for each such vehicle. After the purchase of said vehicles, Husband shall place the remaining proceeds from the sale of the lot in an irrevocable trust for the benefit of the children.

5. The parties agree to keep in force and pay the premiums on the presently existing life insurance policies and to designate the children of the parties as the sole, joint, equal, primary beneficiaries of said insurance policies. Said policies shall be further endorsed so that the right to change the

beneficiary shall revert to the parties upon the first to occur of the following events as to said children: (a) arrival at age eighteen (18) by the youngest child; (b) marriage of both children (c) both children becoming self-supporting; or (d) death of said children.

6. Husband agrees to carry and keep in force the presently existing medical insurance which he has through his employer and to maintain coverage on Wife until the date of any judgment of divorce that may be entered between the parties. After the date of divorce, Wife shall be entitled to maintain coverage as an ex-spouse for such period as is permitted by law. Wife shall be solely responsible for the payment of all premiums for her continued coverage after the date of divorce. Husband further agrees to maintain coverage on each child so long as said child is eligible for dependent coverage.

7. Husband shall be entitled to retain the rocking chair which was given to Husband by his grandfather, the wagon seat which Husband restored and miscellaneous guns and archery equipment. Wife shall be entitled to retain the remaining household furniture and personal property as well as her clothing, jewelry and personal effects and the clothing, jewelry and personal effects of the children.

8. Wife shall be entitled to retain as her sole property the AMC Eagle and Husband shall be entitled to retain the 1978 Ford Pickup. Each party agrees to execute such documents as may be necessary to allow the other to title the

vehicle which he or she is entitled to retain in his or her sole name. Each party further agrees to indemnify the other from all liability or all obligations pertaining to the vehicle which he or she is entitled to retain.

9. Husband will be responsible for the payment of the Sears account and the two loans from Taneytown Bank. Wife shall be responsible for the Leggett account. Each party will indemnify and save the other harmless from any and all liability in connection with the obligations which he or she is obligated to pay.

10. During the period of the use and occupancy of the marital home by Wife and the minor children, Wife shall be responsible for the payment of all utilities and all other expenses related to the marital home. Wife agrees to indemnify and save Husband harmless from all liability in connection therewith.

11. Husband agrees to transfer to Wife his interest in the two burial lots in Lake Memorial Cemetery. Husband shall execute such documents as are necessary to effectuate said transfer.

12. Husband agrees to finish the paneling and floor of the second bathroom and to panel the stairway to the second floor in the marital home.

13. Each party has a checking account at Baltimore Federal Financial in his or her sole name and each party shall be entitled to retain the proceeds in his or her account free of any claim by the other.

14. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

15. In consideration of the promises and covenants herein by the Husband, and all other considerations contained in this Agreement, the Wife does, finally, irrevocably and permanently waive any present or future claims she may have against the Husband for alimony, maintenance and/or support for herself. *

16. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

* LIKEWISE, the Husband does, finally, irrevocably and permanently waive any present or future claims he may have against the Wife for alimony, maintenance and/or support for himself.

17. Wife agrees, if so requested by Husband, to file joint Federal and State income tax returns for any years in which the parties are eligible to file joint returns under the applicable rules and regulations. Wife shall have no greater liability than if she filed a separate return. The parties shall divide any refund on a pro rata basis according to the ratio each party's gross income bears to the total combined gross income of the parties. ~~Should the parties file separate returns, Husband shall be entitled to the dependency exemptions for the minor children and Wife will execute such documents as are necessary to allow Husband to claim said exemptions.~~ Husband shall also be entitled to claim the deduction for interest on the mortgage and the deduction for property taxes.

18. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201

through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

19. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in

any way be altered, changed canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

20. In order to effectuate the covenants and agreements of the parties hereto as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her trust, sufficient and lawful attorney-in-fact, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the personal property described. These powers of attorney shall not be affected by the parties subsequent disability or incapacity, and the power and authority conferred herein on the parties' said attorney-in-fact shall be exercisable by said attorney-in-fact notwithstanding any later disability or incapacity or later uncertainty as to whether either party is dead or alive.

21. With the approval of any Court of competent

jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

22. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

23. This Agreement contains the final and entire understanding of the parties. There are no representations, terms conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

24. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: Michael M. Galloway Henry L. DODRER, JR. (SEAL)
HENRY L. DODRER, JR.

Witness: Cecilia S. Clemente Juanita L. DODRER (SEAL)
JUANITA L. DODRER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 2nd day of Nov. 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HENRY L. DODRER, JR. and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and

acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.



Michael M. Galloway
Notary Public
My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 9th day of Nov. 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JUANITA L. DODRER, and made oath in due form of law that the matters and facts set forth in

the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

Cecilia S. Clemente
Notary Public

My Commission Expires:

11-1-90



DALE EVELYN STEVENS : In the
Plaintiff : Circuit Court
vs : for
JAMES FREDERICK STEVENS : Carroll County
Defendant : Case No. CV 3841

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of February, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Dale Evelyn Stevens, be and she is hereby granted an Absolute Divorce from the Defendant, James Frederick Stevens; and

It is further ADJUDGED and ORDERED that the Plaintiff, Dale Evelyn Stevens, and the Defendant, James Frederick Stevens, be and they shall have joint custody of Scott Frederick Stevens and Todd Michael Stevens, the minor children of the parties hereto, with the primary residence of the children shifting weekly between Plaintiff's home and Defendant's home, and with the right of visitation with said children to both Plaintiff and Defendant; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that Defendant shall pay Plaintiff the sum of \$200.00 on April 1 of each year for summer clothes for the children and the sum of \$300.00 on September 1 of each year for winter clothes for the children; and that each party shall be charged generally with child support, subject to the further Order of this Court; and

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Filed February 16, 1988

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated May 5, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce;

It is further ORDERED that the Plaintiff pay one-half of the costs of these proceedings and that Defendant pay the remaining one-half thereof.

Rick K. Burns
Judge

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SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, Made this 14th day of May, 1986,
by and between DALE EVELYN STEVENS, party of the first part,
hereinafter referred to as "Wife" and JAMES FREDERICK STEVENS,
party of the second part, hereinafter referred to as "Husband".

WHEREAS, the parties hereto were married on October 14,
1977, in Baltimore County, Maryland, by a Civil Ceremony; and

WHEREAS, two (2) children were born of the marriage,
namely, Scott Frederick Stevens, born May 5, 1978 and Todd
Michael Stevens, born May 14, 1979; and,

WHEREAS, as a result of disputes and unhappy differences
which have heretofore arisen between the parties, they did,
on or about December 14, 1985 mutually and voluntarily separate
with the intention of ending the marriage and have lived separate
and apart since the aforesaid date; and,

WHEREAS, it is the desire of the parties hereto to
make equal and complete settlement of all property now owned by
them or accumulated during the marriage or which may hereafter
be acquired by them as well as to resolve all issues pertaining
to custody, support, maintenance, counsel fees and all other
matters growing out of the marital relationship.

NOW, THEREFORE, IN CONSIDERATION of the premises and of
the mutual promises and undertakings herein contained, in
consideration of other good and valuable consideration, paid
by each unto the other, the receipt whereof is hereby acknowledged,

Pl. Exhibit No. 1

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the parties hereto do mutually covenant and agree with each
other, for their respective heirs, personal representatives
and assigns, as follows:

1. That the parties hereto having heretofore mutually
agreed to separate voluntarily live separate and apart, in
separate places of abode, and having done so since 12/14/85,
do hereby expressly agree to continue to do so.

Either of the parties shall interfere with the
other, nor endeavor in any way to exercise any marital control
over the other, or to exert or demand any right to reside in
the home of the other. Each party shall be free to go his
or her own separate respective way as fully and to the same
extent as if they had never been joined in matrimony.

5. Each may reside at such place or places as he or
she may select and each may, for his or her separate use and
benefit, conduct, carry on and engage in any business,
profession or employment which to him or her may seem advisable

4. Each party certifies that he or she has made full
and complete financial disclosure to the other and both hereby
certify that he or she is satisfied with the accuracy of such
disclosures.

5. Each declares that they have heretofore divided
their personal property and to their own satisfaction and that
each will execute title and gift certification in order that
the wife shall own a 1983 Chevrolet and the husband shall own
a 1979 Volkswagen, free and clear of all interests of the other.

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6. Both parties agree that they shall each have custody of the minor children of the parties, that is, that should any divorce decree be granted to either party hereto, such decree shall include that the parties shall have joint custody of the two infant children of the parties.

Both parties acknowledge that should there be any occasion for change in this paragraph with regard to custody, that such change will necessarily require the modification by a Court of competent jurisdiction; further, neither party shall keep the children from the other and both certify to each other that they shall work out visitation with the children between themselves; further, both parties agree that the upbringing, education, care, maintenance and medical needs of the children are of prime importance to each and that any disagreements between the parties shall not adversely affect the needs of the children.

7. Both parties acknowledge that they are the joint owners of a house and ground located in Carroll County, Maryland, and known as 4496 Cherrytree Lane that is new and nearly complete in all respects.

8. Both parties agree that such property and home shall be placed on the market for sale and that the same shall be sold, either through joint efforts of their own or through a realtor of their choosing, and from the sale thereof, after the payment of a present existing mortgage, the net proceeds thereof shall be used to pay off a Visa account, a Farmer's Bank and Trust Company Account and thereafter such proceeds shall be divided, evenly and equally, however, Five Thousand

Dollars (\$5,000.00) of the wife's share shall be paid to the Husband.

9. Both parties agree and do hereby reserve unto themselves, the right to claim child support from the other, should there be such need in the future; meanwhile, the husband agrees to pay unto the wife, the sum of Two Hundred Dollars (\$200.00), payable April 1st of each year for summer clothes for the children and to further pay the sum of Three Hundred Dollars (\$300.00) unto the wife on September 1st of each year for winter clothes for the children.

10. Both parties do hereby and herewith waive, release and relinquish unto the other any and all claims for alimony both pendente lite or permanent, as well as separate maintenance and support with the knowledge and intent that each shall be forever hereafter barred from any claim from the other for the same. Both parties agree that no Court may modify this paragraph.

11. Both parties agree that each shall claim one of the children on any income tax return not filed jointly by them from and after the date hereof.

12. The parties hereto agree that no debts will be contracted in the name of the other party, and each does hereby agree to hold the other free and harmless on account of any debt or obligation created in his or her name. The parties further agree that neither shall charge or cause or prevent to be charged to or against the other any purchase or purchases which either of them may hereafter make and neither shall

hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, each of them were promptly paid all debts and discharge all financial obligations which each may incur for himself or herself.

13. Husband acknowledges that he is presently paying the mortgage on the property heretofore discussed, on the Carroll County property, with Union National, and further, agrees to continue to do so until such properties shall be sold. Husband does further agree that he shall be liable for two-thirds of all medical expenses, dental or orthodontal expenses and prescriptions, not covered by insurance; in connection therewith, both parties agree that they have medical plans at their places of employment and understand that neither the husband or the wife may be covered by the other's insurance after divorce.

14. Both parties agree and acknowledge that neither shall have any further interest in any real or personal property hereafter acquired by either and do further agree to execute such instruments or documents as may be reasonably required by the other in order that the intent of this paragraph may be fully realized.

15. Each parties hereby waives, releases and relinquishes unto the other all rights or claims of dower, courtesy, descent, inheritance, distribution and all other rights or claims growing out of the said marriage between them and each shall be forever barred from any and all rights in the Estate of the other, whether real, personal or mixed and whether now

or hereafter acquired, and each will, upon request of him or her, execute good and sufficient release of dower or courtesy to the other, his or her heirs or assigns, or personal representatives or will join upon the request, with the spouse or her or her assigns, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other.

16. Both parties acknowledge that he or she has had the right and has been advised that he or she has the right to advice of independent counsel of his or her own choosing in the negotiation and execution of this Agreement; both acknowledge that they have had their various rights regarding their marriage explained fully to them and that the transfers and agreement provided herein constitute their reasonable and adequate settlement of their respective property rights and obligations and that this Agreement is fair, reasonable and proper in all respects and is executed voluntarily by each of them.

17. The parties hereto agree that each shall be responsible for his or her own counsel fees and each party hereby releases the other from any obligations to pay any other or further counsel fees on her or his behalf in connection with any matter between her or him.

18. This Agreement is being entered into within and shall be construed under the Laws of the State of Maryland.

19. The provisions of this Agreement are not subject to modification by any Court, pursuant to the Family Law Article of the Annotated Code of Maryland except as specifically provided to the contrary herein or in said Family Law Article, and both

parties waive any claims they may have under the above referenced Code sections, including but not limited to, claims against each others pension or retirement funds.

20. No modification or waiver by the parties of any of its terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

21 This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or other undertakings other than those expressly set forth herein.

22. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

23. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

24. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved by each.

25. With the approval of any Court of competent jurisdiction which any divorce proceeding may be pending or which may hereafter be instituted, this Agreement shall be

incorporated, but not merged, in any decree of absolute divorce which may be passed by said Court.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witness

Dale E. Stevens (SEAL)
DALE EVELYN STEVENS

Witness

James Frederick Stevens (SEAL)
JAMES FREDERICK STEVENS

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public, personally appeared DALE EVELYN STEVENS known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of Law that the matters and facts set forth in the foregoing Agreement are true and correct, as therein stated and said Agreement to be her act and deed.

As Witness My Hand and Notarial Seal on this 5 day of May 1986.
Marcus S. Poo
Notary Public

I HEREBY CERTIFY, that before me, the undersigned, a Notary Public, personally appeared JAMES FREDERICK STEVENS, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of Law that the matters and facts set forth in the foregoing Agreement are true and correct, as therein stated and said Agreement to be his act and deed.

As Witness My Hand and Notarial Seal on this 5 day of May 1986.
Marcus S. Poo
Notary Public

BOOK 32 PAGE 1039

SUSAN FRANCES MIDDLETON : In the
Plaintiff : Circuit Court
vs : for
JOHN W. MIDDLETON : Carroll County
Defendant : Case No. CV 4142

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of February, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Susan Frances Middleton, be and she is hereby granted an Absolute Divorce from the Defendant, John W. Middleton; and

It is further ADJUDGED and ORDERED that the Plaintiff, Susan Frances Middleton, be and she is hereby awarded the guardianship and custody of Alice Bonner Middleton, John Marcus Middleton, and Eric Hanson Middleton, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated December 11, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Defendant pay Plaintiff child support in the amount of \$800.00 per month, increasing yearly until 1993, when said support shall be \$2,000.00 per month, all as set out

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Filed February 17, 1988

in Paragraph 14 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that the Defendant pay unto Plaintiff alimony beginning at \$1,600.00 per month and decreasing yearly through 1992, in accordance with Paragraph 14 of the Agreement; and

It is further ORDERED that Defendant shall have visitation privileges with the minor children of the parties pursuant to Paragraph 15 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the name of the Plaintiff, Susan Frances Middleton, be and the same is hereby changed to Susan Frances Bonner, her maiden name before her marriage to the Defendant; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Julie K. Burns
Judge

SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 11th day of Dec., 1987, by and between JOHN WAYNE MIDDLETON, hereinafter referred to as "Husband" and SUSAN BONNER MIDDLETON, hereinafter referred to as "Wife".

WITNESSETH;

WHEREAS, the parties hereto were married on the 6th day of August, 1977, in Ardmore, Pennsylvania in a religious ceremony and there are three (3) children of this Marriage, namely, ALICE BONNER MIDDLETON, born February 15, 1980; JOHN MARCUS MIDDLETON, born January 31, 1982; and ERIN HANSON MIDDLETON, born May 27, 1984.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, the said parties have voluntarily and mutually agreed to live separate and apart and are now and since the 1st day of April, 1987, have continuously been living separate and apart, and

WHEREAS, it is the desire of the parties hereto to make a full and complete settlement of their property now owned by them and which may be hereafter acquired by them without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said

Pl. Exh. 140. 1

voluntary separation, to settle their respective property rights, custody, support and visitation, the right of the Wife to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein contained, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree with each other and for their respective heirs, personal representatives, and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation and having done so since April 1, 1987, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony. Each may reside at such place or places as he or she may select and each may, for his or her separate use and benefit, conduct, carry on and engage in

any business, profession, or employment which to him or her may seem advisable.

3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wheresoever situate, which are now owned or held by him or her with the full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.

(Furniture and Furnishings)

4. The Husband and Wife have heretofore settled all disputes as to household furnishings. They both agreeing that neither shall make a claim on the other as to household furnishings that they each now possess. The parties further agree that they will possess and retain those items that are specifically listed in Schedule A which is attached hereto.

(Personal Effects)

5. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.

6. The Husband hereby further agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her

possession, custody or control.

(No Further Debts)

7. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

(Property Waiver)

8. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.

9. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributions and all other rights or claims growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse execute good and sufficient release of dower or

curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.

10. Each of the parties hereby waives any right, claim or interest in any real or personal property owned by or in possession of the other. Neither party shall be entitled to any claim, right, or interest to such property as may be owned or possessed.

(Keough Plan)

11. The parties hereto agree that the Wife will relinquish any and all interest in the Husband's Keough Plan in exchange for the Husband making payment for all outstanding income taxes for the 1986 taxable year. The parties agree and understand that there are some outstanding taxes due to the federal government for this respective year and that Husband will assume responsibility, and indemnify and hold Wife harmless for same.

(Accounts)

12. Each party agrees to transfer any and all accounts to the respective account holder who is the primary account holder and further agree to execute any and all documents to effectively transfer same. The parties further agree to relinquish any and all paperwork, passbooks, documentation, and/or monthly statements concerning their respective accounts.

(Health Care)

13. The Husband agrees to carry and keep in force for the benefit of the minor children a health insurance policy until such time as each child respectively, turns eighteen (18) years of age, through his place of employment or a similar insurance plan.

The Husband further agrees to cover Wife on his health insurance policy until Wife is either employed and health care insurance is offered as a benefit through her employment or she obtains said insurance on her own if self employed. The Wife further agrees that in the event that she is employed that she will except the health care insurance offered by the employer or in the alternative if she is self-employed to seek and obtain health insurance coverage for herself upon such employment. Wife further agrees that she will notify Husband immediately upon obtaining employment with a company for becoming self-employed.

The parties further agree that prior to the time as stated in the above paragraph the Husband will carry and keep in force for the benefit of Wife coverage for the Wife on his insurance policy with the stipulation that same shall be limited to the extent that currently Husband's contribution is \$716.00 per quarter to cover himself, Wife and the three (3) children. Wife agrees that any increases that are assessed due to the nature of the insurance being raised for whatever reason that Husband shall be responsible for four-fifths (4/5) of the total figure and Wife shall be responsible for one-fifth (1/5) of the

BOOK 32 PAGE 1067

total figure beyond the \$716.00 amount which is the base for determining any increases in health coverage.

If upon divorce of the parties the insurance underwriter and/or health insurance company assesses additional expenses to maintain the same coverage for the Wife in order for her to be continued on the policy these costs as now a former spouse shall be at the Wife's sole cost and expense.

Each of the parties agrees to pay fifty (50%) percent of any and all costs, over and above the covered amounts by the health insurance plan including but not limited to prescriptions, doctor's visits, hospital in-patient or out-patient stays, including any deductible, etc.

In any event the health insurance coverage for Wife shall terminate thirty-six (36) months from the date of the signing of this Agreement.

The parties further agree that reinstatement of coverage because of unemployment on the part of Wife shall be the sole and complete responsibility of Wife and any costs associated with such reinstatement of coverage to Husband's policy during the thirty-six (36) month period shall be the sole and complete responsibility and expense of Wife. Any such reinstatement shall still be subject to the thirty-six (36) month termination date as expressed in the foregoing paragraph.

(Child Support and Alimony)

14. The parties hereto agree that alimony and child support shall be divided according to the following formula for each of the respective years;

BOOK 32 PAGE 1068

YEAR	ALIMONY	CHILD SUPPORT
1988	\$1,600.00 Per Month	\$ 800.00 Per Month
1989	\$1,000.00 Per Month	\$1,000.00 Per Month
1990	\$ 700.00 Per Month	\$1,300.00 Per Month
1991	\$ 400.00 Per Month	\$1,600.00 Per Month
1992	\$ 100.00 Per Month	\$1,900.00 Per Month
1993	\$.00 Per Month	\$2,000.00 Per Month

The parties agree that all payments for both the alimony and child support will be made directly to the Wife and sent to 35 Kate Wagner Road, Westminster, Maryland, 21157.

Both parties agree that the monthly child support figure represents the total child support figure paid for all three (3) children per month. In order to calculate the per month per child amount, the total child support figure is to be divided by three which will represent the actual child support paid per child per month, so that upon each child either attaining the age of eighteen (18), dying, marrying, or becoming self-supporting the child support for that respective child will cease, lessening the amount of child support by one-third (1/3) as each respective child becomes emancipated.

The parties further agree that as of December 31, 1992 all alimony payments shall cease and the parties further agree for each of them and each other to waive any and all right to alimony, support and maintenance, and hereby covenant that

they will not claim now or in the future, any sums of money for themselves for alimony, support and/or maintenance, other than those sums as agreed upon in paragraph fourteen (14) hereinabove stated.

(Visitation)

15. The parties hereto agree that the current schedule for visitation shall continue with such schedule being every other weekend 9:00 a.m. through 7:00 p.m. Saturday or 9:00 a.m. through 6:00 p.m. Sunday to be decided by the parties and one (1) evening during the week from 6:30 p.m. through 8:30 p.m. as agreed by the parties. Visitation in the current schedule in addition to the above shall be increased in that whatever day the children would be brought over, either Saturday or Sunday, the Husband shall have the children for overnight stays the evening preceding that particular day with the children to be picked up and transported by the Husband to his home and after the conclusion of the visitation to be picked up and transported by the Wife to her home. Each of the parties agreeing that the transportation of the children shall be an equal responsibility for both parties.

(Custody)

16. The Husband agrees that the Wife shall have both the temporary and permanent care, custody and control of the minor children of the parties with the right reserved to the Husband of liberal visitation as hereinabove provided.

(Life Insurance)

17. Husband agrees to carry and keep in force the

current life insurance policy in the amount of three hundred thousand (\$300,000.00) dollars with the children named as irrevocable beneficiaries until they reach the age of eighteen (18) years with certain trust provisions and a named trustee to execute the disbursement of those funds in the event of Husband's death.

(Automobile Transfer)

18. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the Pontiac automobile and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the Volvo automobile and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. The parties agree that each shall pay his or her own costs, if any, for the transfer of title of the two (2) aforementioned motor vehicles. The Wife agrees to indemnify and hold harmless the Husband against any liability for payment due on the Pontiac automobile. The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the Volvo automobile.

(Property Transfer)

19. That the family home of the parties which has been used as their principal residence when they lived together and is being used by the Wife and will continue to be used as a

family home as her principal residence is located at 35 Kate Wagner Road, Westminster, Maryland, 21157 is owned by the parties as tenants by the entireties. Simultaneous with the signing of this Agreement, Husband agrees to transfer and relinquish any and all interest that he may have in the aforementioned property and further agrees that he will execute such documents as are necessary in order to effectuate this transfer. Wife agrees to hold Husband harmless from any and all liability in connection with the said property.

(Waiver)

20. Wife hereby waives any and all interest that she may have in Husband's automobile accident case and will not claim now or in the future any sums of money attributable to same.

(Taxes)

21. The parties hereto agree that the Husband shall claim all three (3) minor children of the parties for the 1987 and 1988 taxable years as dependents on his tax returns. For the years 1989 and 1990 he will claim two (2) of the children as dependents and for the years 1991 and 1992 one (1) child as a dependent.

(Attorneys Fees)

22. The parties hereto agree that each will be responsible for their own respective attorneys fees concerning this Agreement and the preparation of any ancillary matters arising out of the separation together with any additional attorneys fees concerning the divorce.

(Miscellaneous)

23. The parties hereto further agree that the execution of this document shall in no way be considered or construed as a waiver of or bar to any cause for divorce which may hereafter accrue, and it is the intention, desire and contract of the parties, that in any divorce now pending or in any divorce action for absolute divorce instituted at any time hereafter by either party, that the parties shall be bound by all terms thereof, and this Agreement be incorporated, but not merged, into a decree of divorce and the parties directed to be bound thereby subject to modification by the Court.

24. The parties hereto agree that each shall be responsible for his or her own attorneys fees and the Wife hereby releases Husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

25. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

26. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

27. The parties hereby waive any rights or benefits

or claims which either may have pursuant to the Family Law Article of the Annotated Code of Maryland referred to as the Property Disposition in Divorce and Annulment, Section 3-601 thru 3-608 inclusive, as now enacted and codified or as hereinafter amended from time to time including, but not limited to the waiver of the rights for any monetary award, monetary award as an adjustment of the equities and rights of the parties concerning marital property, family home, family use property, or marital property or any other assets, chattels, or property, real, personal or mixed, as presently defined or hereafter defined or redefined.

The parties further agree that this waiver is non-modifiable and not subject to any retrospective or retroactive application of any statute, rule, law or legal decision.

28. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

29. The parties hereto further agree that covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

30. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending

or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

31. This Agreement shall be subject to and governed by the laws of the State of Maryland, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

32. Each party hereto declares that he and/or she has read the foregoing Separation and Property Settlement Agreement, and that he and/or she has had the right to independent legal advice by counsel of his or her own selection and that Wife understands that Husband is represented by JOHN J. LOSINSKI, ESQUIRE, solely, and that Husband understands that Wife is represented by COLEEN S. CLEMENTE, solely, and that each of the parties fully understands the facts and have been fully informed of his or her rights and liabilities, and that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable and that each signs the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to three (3) counterparts of this Agreement, each of which shall constitute an original, the date

first above written.

WITNESS:

John Wayne Middleton (SEAL)
JOHN WAYNE MIDDLETON

Susan Bonner Middleton (SEAL)
SUSAN BONNER MIDDLETON

Carroll
STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:
I HEREBY CERTIFY, That on this 11th day of Dec.,
1987, before me, the subscriber, a Notary Public in and for the
State of Maryland, personally appeared JOHN WAYNE MIDDLETON, and
made oath in due form of law that the matters and facts set
forth in the foregoing Separation and Property Settlement
Agreement are true and correct to the best of his/her knowledge,
information and belief.

AS WITNESS, my hand and Notarial Seal.



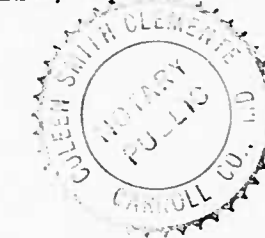
Green S. Clements
NOTARY PUBLIC

My Commission Expires: 7/1/90

Carroll
STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:
I HEREBY CERTIFY, That on this 11th day of Dec.,

1987, before me, the subscriber, a Notary Public in and for the
State of Maryland, personally appeared SUSAN BONNER MIDDLETON,
and made oath in due form of law that the matters and facts set
forth in the foregoing Separation and Property Settlement
Agreement are true and correct to the best of his/her knowledge,
information and belief.

AS WITNESS, my hand and Notarial Seal.



Green S. Clements
NOTARY PUBLIC

My Commission Expires: 7/1/90

BOOK 32 PAGE 1077

ADDENDUM

SCHEDULE A

1. Owl cuff links
2. Chair brother gave
3. Lawn and garden equipment - wheelbarrow, shovel, rake, hoe, 6" maul and wedges
4. Rotary tiller
5. Push lawn mower
6. bike
7. clothes
8. Wedding band

The parties hereby agree that Wife will return the above mentioned enumerated items to Husband.

BOOK 32 PAGE 1078

WAYNE C. LIDDICK	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DONNA JEAN LAPPAS-LIDDICK	:	Carroll County
Defendant	:	Case No. CV 4929

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 16TH day of February, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Wayne C. Liddick, be and he is hereby granted an Absolute Divorce from the Defendant, Donna Jean Lappas-Liddick; and

It is further ADJUDGED and ORDERED that the Plaintiff, Wayne C. Liddick, and the Defendant, Donna Jean Lappas-Liddick, be and they are hereby awarded the joint guardianship and custody of Shane Donovan Liddick, Kimberly Nichole Liddick, Leslie June Liddick, and Margie Lynn Liddick, the minor children of the parties hereto, with the primary residence of Shane Donovan Liddick and Leslie June Liddick being with the Plaintiff, and the primary residence of Kimberly Nichole Liddick and Margie Lynn Liddick being with the Defendant; and with the right of visitation to Plaintiff and Defendant at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff and the Defendant be and they are hereby charged generally for the support of the minor children of the parties, subject to the further Order of this Court; and

Filed February 17, 1988

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated August 24, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the name of the Defendant, Donna Jean Lappas-Liddick, be and the same is hereby changed to Donna Jean Lappas, her maiden name before her marriage to the Plaintiff, Wayne C. Liddick; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule K. Bunn
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 24 day of August, 1987, by and between DONNA JEAN LAPPAS-LIDDICK, hereinafter called "Wife", and WAYNE C. LIDDICK, hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Burlington County, New Jersey on June 19, 1971.

The parties have been voluntarily living separate and apart since October 5, 1986, and that the parties separated at that time with the intent of terminating their marital relationship.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on October 5, 1986.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

2. CARE AND CUSTODY OF THE MINOR CHILDREN

Four children were born to the parties as a result of their marriage; namely, SHANE DONOVAN LIDDICK, born March 23, 1972, KIMBERLY NICHOLE LIDDICK, born July 28, 1973, LESLIE JUNE LIDDICK, born September 29, 1975, and MARGIE LYNN LIDDICK, born December 21, 1977. The parties agree that they shall maintain the joint care and custody of the minor children.

The parties further agree that all significant decisions concerning the children's health, safety, education, discipline and general well-being shall be decided upon the parties jointly, and not by either party to the exclusion of the other. It is the intention of the parties that there shall be as close as a relationship as possible between each parent and the minor children and both parents shall participate as much as possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). Decisions with respect to these matters shall not be made in such a manner as to not to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and Husband shall keep the other advised of any changes of resident addresses and telephone numbers.

3. SUPPORT AND MAINTENANCE FOR THE MINOR CHILDREN

Each party agrees to be generally responsible for the support and maintenance for the minor children.

It is agreed by and between the parties that the Husband and Wife will maintain with their current medical and health insurance on behalf of the minor children. Husband and Wife agree that each shall be responsible for one-half (1/2) of any medical expenses not covered by insurance. Medical expenses will include dental and optical care for the minor children.

4. MINOR CHILDREN/TAX RETURNS

So long as the joint custody arrangement set forth above is in effect each party shall have the right to claim two (2) minor children as dependents for the purposes of annual federal and state income tax returns. Husband shall have the right to claim SHANE DONOVAN LIDDICK and LESLIE JUNE LIDDICK as his dependents for the 1987 tax year and each year thereafter. Wife shall have the right to claim KIMBERLY NICHOLE LIDDICK and

MARGIE LYNN LIDDICK for calendar year 1987 and each year thereafter. Each party agrees that they will provide to the other a written declaration waiving their claim two (2) of the minor children's dependency exemptions. The declaration shall be provided on IRS Form 8332 or in such other writings as conformed to regulations pursuant to an Internal Revenue Code, Section 152(e), as promulgated from time-to-time.

5. OTHER PROPERTY

Real Estate. Wife shall convey all her right, title and interest in the real estate known as 1115 Washington Road, Westminster, Maryland, 21157, to Husband in exchange for the cash sum of \$9,000 (Nine Thousand Dollars). Husband shall assume full responsibility for the current mortgage on the real estate including principal and interest, real estate taxes, homeowners insurance and all utilities. Husband shall pay costs of this transfer which shall occur as soon as practicable after the execution of this Marital Settlement Agreement.

Personal Property. The parties heretofore divided their personal property and furniture to their mutual satisfaction. Each party shall be entitled to the personal property in their present physical possession. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free and clear of any and all claim of the other party.

Bank Accounts. Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names. All joint accounts have been previously divided between the parties.

Automobiles. Each party waives any right, title and interest in the automobile presently in the physical possession of the other.

Pension Plans. Each party waives any right, title and interest in any pension or retirement plan with the other whether either party is vested at the present time or may become vested at any time in the future.

Financial Associates of Maryland, Inc. Wife waives any and all right, title or claim in Husband's interest in the corporation known as Financial Associates of Maryland, Inc.

6. DEBTS

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

7. WAIVER OF ALIMONY

Husband and Wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

8. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own

or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

10. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

11. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

12. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

13. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after

reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

14. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

15. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

16. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

Patricia L. Beall
WITNESS

Donna Jean Lappas-Liddick (SEAL)
DONNA JEAN LAPPAS-LIDDICK

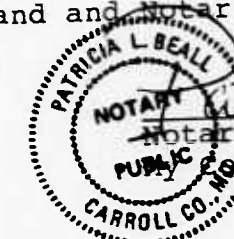
Haic Davidson
WITNESS

Wayne C. Liddick (SEAL)
WAYNE C. LIDDICK

STATE OF MARYLAND)
COUNTY OF Carroll) TO WIT:

I HEREBY CERTIFY that on this 24th day of August, 1987, the above-named DONNA JEAN LAPPAS-LIDDICK personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



L. Beall

My Commission Expires: 7/1/90

STATE OF MARYLAND)
COUNTY OF Carroll) TO WIT:

I HEREBY CERTIFY that on this 24th day of August, 1987, the above-named WAYNE C. LIDDICK, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



William O'Brien Finch
Notary Public
My Commission Expires: 7/1/90

BOOK 32 PAGE 1087

BONNIE A. SHOWER * IN THE
Plaintiff * CIRCUIT COURT
vs. * FOR
TONY SHOWER * CARROLL COUNTY
Defendant * Case No. CV 4969
* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13th day of February, Nineteen Hundred and Eighty Eight, that the above-named Plaintiff, Bonnie A. Shower, be and she is hereby granted an Absolute Divorce from the Defendant, Tony Shower; and

It is further ADJUDGED and ORDERED that the Plaintiff, Bonnie A. Shower is hereby awarded the guardianship and custody of Wayne P. Shower, the minor child of the parties hereto, with the right unto Defendant, Tony Shower, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant, Tony Shower is hereby awarded the guardianship and custody of Tony B. Shower, Jr., the minor child of the parties hereto, with the right unto Plaintiff, Bonnie A. Shower, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

Filed February 14, 1988

BOOK 32 PAGE 1088

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 2, 1987 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the costs of these proceedings are waived due to Plaintiff's indigency.

John K. Burns
JUDGE

Recommended and Approved by:

William T. Fitzgerald
William T. Fitzgerald, Master

VOLUNTARY SEPARATION AND
PROPERTY SETTLEMENT AGREEMENT



THIS AGREEMENT made this 2 day of October, 1987, by and between BONNIE A. SHOWER, of Taneytown, Maryland, hereinafter referred to as "Wife", and TONY B. SHOWER, of Taneytown, Maryland hereinafter referred to as "Husband".

The parties hereto were married by a civil ceremony on July 22, 1983 in Carroll County, Maryland. There were two children born to the parties during their marital union, to wit: Tony B. Shower, Jr. born August 11, 1984 and Wayne P. Shower, born April 7, 1986.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually

separate on October 29, 1986, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows. Each party understands that until they shall have been divorced absolutely, either party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente

lite, and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: The parties agree that each shall be responsible for paying his or her own attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time contract and have not since the date of separation contracted in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit; and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs, and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them

and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

ITEM SIX: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either

of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

ITEM SEVEN: No representation, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligations imposed hereby, except by written instrument, duly executed, or as otherwise herein provided.

ITEM EIGHT: With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in any Decree of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions hereof.

ITEM NINE: The parties hereto specifically agree that the

provisions of this Agreement are not subject to any Court modification except as to the issues of child support, child visitation and child custody.

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: The parties agree that Husband shall have the custody of Tony B. Shower, Jr. subject to the right of wife to have the child for visitation at reasonable times under proper circumstances. The parties agree that Wife shall have the custody of Wayne P. Shower subject to the right of Husband to have the child for visitation at reasonable times under proper circumstances.

ITEM THIRTEEN: The parties hereto declare that they fully understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel or having been advised of his or her right to seek the advice of independent counsel with respect thereto, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees,

devisees, distributees and assigns, and any persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Anne C. Wildasin Bonnie A. Shower (SEAL)
BONNIE A. SHOWER

Anne C. Wildasin Tony B. Shower (SEAL)
TONY B. SHOWER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 2nd day of October, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared BONNIE A. SHOWER, personally known or made known to me to be the Wife who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



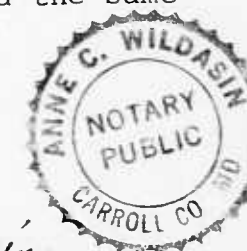
Anne C. Wildasin
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 2nd day of October, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared TONY B. SHOWER, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



Anne C. Wildasin
Notary Public

My Commission Expires: July 1, 1990

BOOK 32 PAGE 1097

LYNDA ANN WELLER . * IN THE
Plaintiff/Counter- * CIRCUIT COURT
Defendant * FOR
vs. * CARROLL COUNTY
DONALD S. WELLER, JR. * WESTMINSTER, MARYLAND
Defendant/Counter- * CASE NO. CV 1447
Plaintiff *****

J U D G M E N T

The above entitled cause having come on for hearing, testimony having been taken and considered, it is this 19 day of FEBRUARY, 1988, by the Circuit Court for Carroll County:

ADJUDGED, ORDERED and DECREED that DONALD S. WELLER, JR., Defendant/Counter-Plaintiff be, and he is hereby granted an ABSOLUTE DIVORCE from LYNDA ANN WELLER, Plaintiff/Counter-Defendant; and it is

ORDERED that the minor child of the parties, JESSICA LYNN WELLER (10-31-80) be, and she is hereby placed in the custody of the Plaintiff/Counter-Defendant, subject to the further Order of this Court; and it is

ORDERED that the Defendant/Counter-Plaintiff be, and he is hereby granted visitation with said minor child in accordance with the schedule setout between the parties in the Marital Settlement Agreement hereinafter adopted, subject to the further Order of this Court; and it is

ORDERED that the Defendant/Counter-Plaintiff shall pay directly unto the Plaintiff/Counter-Defendant for the support of the minor child the sum of FIFTY DOLLARS (\$50.00) per week, subject to the further Order of this Court; and it is

BOOK 32 PAGE 1098

- 2 -

ORDERED that the Defendant/Counter-Plaintiff shall provide health insurance for the minor child for so long as said health insurance is available through the employment of the Defendant/Counter-Plaintiff, and it is

ORDERED the the Defendant Counter-Plaintiff pay directly unto the Plaintiff/Counter-Defendant the sum of SEVENTY-FIVE DOLLARS (\$75.00) per week alimony until the Plaintiff/Counter-Defendant dies or remarries, or until the Defendant/Counter-Plaintiff dies, all subject to the further Order of this Court, and it is

ORDERED that the Marital Settlement Agreement between the parties dated February 19, 1988, be and the same is incorporated herein, and it is

ORDERED that the Defendant/Counter-Plaintiff pay the open costs of these proceedings.


Judge

EES

BOOK 32 PAGE 1099

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 19 day of February, Nineteen Hundred and Eighty-eight, by and between DONALD S. WELLER, JR., whose present mailing address is 2702 Golf Court, Baldwin, Maryland 21013, hereinafter called "Husband", and LYNDIA ANN WELLER, whose present mailing address is 104 April Drive, Mulvane, Kansas 67110, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Howard County, State of Maryland, on the 25th day of November 1977.

The parties have mutually agreed to voluntarily separate and did so on May 20, 1986, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

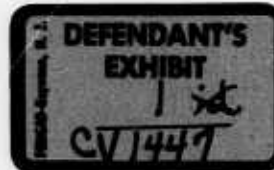
The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their child, support of their child, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on or about May 20, 1986.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.



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INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

CARE AND CUSTODY OF
MINOR CHILD

(5) The care and custody of the minor child born of this marriage, namely, JESSICA LYNN WELLER, (10-31-80), shall be with and remain with the Wife.

SUPPORT OF MINOR CHILD

(6) The Husband shall pay directly unto the Wife the sum of FIFTY DOLLARS (\$50.00) per week in the form of child support. In respect to said child, said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

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MINOR CHILD'S MEDICAL EXPENSES

(7) Husband shall provide health insurance for the minor child of the parties, said health plan as is available through his employment for so long as the same is available through his employment.

VISITATION

(8) Husband shall be afforded visitation with the child and of visitation by the child with him during the child's "Spring Break" from school, during the child's "Christmas Break" from school beginning December 26th of each year through such time as will permit the child to return to her home one (1) day prior to the commencement of her school term following the "Christmas Break", and for four continuous weeks in each summer during the child's "Summer Vacation" from school. Husband agrees to designate the weeks the child will spend with him, and to notify Wife of the designated weeks prior to June 1st of each year.

The costs of providing transportation from the airport from which the child will be flying to Husband's home and back to said airport will be borne by Husband. The costs of transporting the child from the child's home to the airport from which the child will be flying and from said airport to the child's home will be borne by Wife.

ALIMONY

(9) Husband will pay directly unto Wife the sum of SEVENTY-FIVE DOLLARS (\$75.00) per week in the form of technical alimony. Said payment shall terminate upon Wife's remarriage, Wife's death or Husband's death.

PERSONAL PROPERTY
AND HOUSEHOLD GOODS

(10) The parties have heretofore divided their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

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MOTOR VEHICLES

(11) Each automobile presently titled in Wife's name shall become the sole and separate property of Wife, free of any and all claims by or on behalf of Husband and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone. If any of said motor vehicles is subject to a lien, Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold Husband harmless from any claim or actions filed against him as the result of said obligation.

Each automobile presently titled in Husband's name shall become the sole and separate property of Husband, free of any and all claims by or on behalf of Wife and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone. If any of said motor vehicles is subject to a lien, Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold Wife harmless from any claim or actions filed against her as the result of said obligation.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,
STOCKS, AND OTHER MONETARY ASSETS

(12) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(13) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use.

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and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(14) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(15) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees. Husband shall pay the open Court costs arising out of the pending suit in the Circuit Court for Carroll County, Maryland.

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INCOME TAX DEDUCTIONS

(16) Husband shall be entitled to claim the minor child as a dependant for Federal and State income tax purposes for so long as Wife is under disability and unable to be employed. At such time as Wife shall become fully employed, she shall be entitled to claim the minor child as an exemption for Federal and State income tax purposes for her first full calendar year of employment, and thereafter Husband and Wife shall alternate claiming said child as a dependant for Federal and State income tax purposes.

INCORPORATION OF AGREEMENT

(17) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(18) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(19) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

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INTERPRETATION

(20) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(21) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 19 day of February, Nineteen Hundred and Eighty-eight.

Elwood E. Swan
WITNESS

Donald S. Weller, Jr. (SEAL)
DONALD S. WELLER, JR., Husband

Emilia R. Thibault
WITNESS

Lynda Ann Weller (SEAL)
LYNDA ANN WELLER - Wife

STATE OF MARYLAND, COUNTY OF CARROLL

I HEREBY CERTIFY that on this 19th day of February, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DONALD S. WELLER, JR., and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



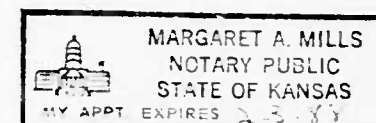
Elwood E. Swan
Notary Public - Commission Expires 7/1/90

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STATE OF KANSAS, COUNTY OF Sumner, to wit:

I HEREBY CERTIFY that on this 14 day of February, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LYNDA ANN WELLER, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Margaret A. Mills
Notary Public - Commission Expires 2-2-89

END OF VOLUME

END OF VOLUME